

10-29-1998



2 SHEET

100859602

10-27-98

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

1. Name of conveying party(ies):

WMB Acquisition Corp.
c/o Corporation Service Company
1013 Centre Street
Wilmington, Delaware 19805

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: March 23, 1998

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

Name: State Steet Bank & Trust Co.
Internal Address: 225 Franklin Street
Street Address
City: Boston State: MA ZIP: 02110

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation State

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

1,758,700

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

A. Trademark Application No(s)

B. Trademark Registration No(s)

(1758700)

Additional numbers attached? Yes No

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

Name: Felicia Pakalnis
Internal Address:

(10/29/1998 SBURNS 00000024 1758700
01 FC:481 40.00 DP)

Street Address: Palmer & Dodge LLP
One Beacon Street

City: Boston State: MA ZIP: 02108

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

8. Deposit account number:

16/0085
(Attach duplicate copy of this page if paying by deposit account)

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.

Felicia Pakalnis
Name of Person Signing

10-19-98
Date

Total number of pages comprising cover sheet attachments and document: 14

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 23, 1998 (this "Agreement"), between WMB Acquisition Corp. (the "Debtor") and STATE STREET BANK AND TRUST COMPANY ("State Street"), as agent (the "Agent") on behalf of itself, CORESTATES BANK, N.A. ("CoreStates") and any additional lenders under the Loan Agreement (such additional lenders, together with State Street and CoreStates, the "Banks") (the Agent in such capacity is called the "Secured Parties").

WITNESSETH:

WHEREAS, the Secured Parties and the Corporation Service Company, The Prentice-Hall Corporation System, Inc. and WMB Acquisition Corp. (the "Borrowers") are entering into a Loan Agreement of even date herewith (as amended, modified or extended, the "Loan Agreement"), pursuant to which the Banks are agreeing to make certain Revolving Loans to the Borrowers as evidenced by Revolving Credit Notes executed and delivered by the Borrower to the Banks, and the Agent is agreeing to issue certain Letters of Credit, each as provided in the Loan Agreement;

WHEREAS, the Secured Parties' entering into such Loan Agreement, the Banks' agreement to make the Revolving Loans and the Agent's agreement to issue the Letters of Credit is based in reliance upon the Debtor's agreement (i) to continue to grant to the Banks the security interest in and to the Trademarks (as herein defined) to secure the Borrowers' obligations (as herein defined) and (ii) to be subject to the terms and conditions of this Agreement;

WHEREAS, the parties hereto are entering into this Agreement to set forth their entire understanding with respect to the subject matter hereof;

NOW THEREFORE, to induce and in consideration for the agreement of the Agent and Banks to enter into the Loan Agreement and to make the Loans and issue the Letters of Credit and in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. For the purposes of this Agreement, the following terms shall have the following meanings:

1.1 The term "Obligations" shall have the meaning set forth in the Loan Agreement.

1.2 The term "Trademarks" shall mean all of the right title and interest of the Debtor in and to all trademark registrations (collectively, the "Registrations"), all trademark applications (collectively, the "Applications"), all intent to use filings (the "Intent Filings") and all common law marks ("Common Law Marks") now owned or hereafter acquired by the Debtor. Such registrations, applications, filings and common law marks shall include without limitation, all existing United States registrations of the Debtor described in Schedule A attached hereto, all existing United States applications for registration of the Debtor described in Schedule A attached hereto and all intent to use filings described in Schedule A attached hereto.

1.3 The term "Event of Default" shall mean an occurrence of an Event of Default as defined in the Loan Agreement.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of all of Borrowers' Obligations under the Loan Documents and as collateral security for the prompt and complete satisfaction and performance when due of the Borrowers' obligations to the Agent and the Banks under the Loan Agreement, the Debtor does hereby grant to the Secured Parties a continuing security interest of first priority in (i) the Debtor's right, title and interest in the Trademarks and all renewals thereof, together with the goodwill of the Debtor's business symbolized by the Trademarks, and (ii) the Debtor's rights in respect of the Trademarks, including the right to sue for non-consensual use or infringement of any Trademark, including without limitation, any cause of action that has heretofore arisen or that may arise with respect thereto, and all proceeds of the Trademarks (including, without limitation, all income, royalties, damages and payments now or hereafter due or payable with respect thereto).

3. This Agreement is intended to create a security interest in the Trademarks and goodwill of the Debtor's business for collateral purposes only. Unless and until an Event of Default occurs and is continuing under the Loan Agreement, the Debtor shall continue to have the sole right to (i) own and utilize the Trademarks and goodwill, including without limitation the sole right to grant non-exclusive licenses (but not assign or otherwise transfer, whether by assignment, or transfer of assets, or by merger or consolidation of the Debtor) with respect to any of the Trademarks, in the ordinary course of business and consistent with past practice, to any third party, and (ii) control the nature and quality of the goods sold and the services rendered under the Trademarks, in the ordinary course of business and consistent with past practice. The Debtor covenants and agrees that until all of the Borrowers' Obligations are paid or performed in full and the Banks have no further obligation to make Loans or issue or honor Letters of Credit issued under the Loan Agreement, it will not enter into any agreement which is inconsistent with or which may materially or adversely affect Debtor's Obligations under this Agreement without the Agent's prior written consent and the Debtor shall not pledge, assign or encumber the Trademarks hereunder.

4. The Debtor represents, warrants and covenants to the Secured Parties, except for liens, charges, encumbrances and exceptions permitted under the Loan Agreement that: (a) the Debtor is the true and lawful owner of the entire and unencumbered right, title and

interest in and to each of the Trademarks and the interest herein granted; (b) the Debtor is the exclusive owner of the entire and unencumbered right, title and interest in and to each of the Registrations, Applications and Intent Filings and the interest herein granted, and to the Debtor's knowledge, there is not currently nor has there ever been any adverse claim brought against Debtor's ownership or use of any Common Law Marks; (c) the Trademarks are free and clear of any liens, security interests, claims and encumbrances, including without limitation pledges, assignments, licenses, registered use agreements and covenants by the Debtor not to sue third Persons, except those in favor of the Secured Parties; (d) except as granted to the Secured Parties, the Debtor has granted no other security interests in the Trademarks that are currently outstanding; (e) except as permitted under this Agreement, the Debtor will not, without the prior written consent of the Agent, sell, assign, or grant a security interest in the Trademarks; (f) no claim of infringement has been brought against the Debtor with respect to the Trademarks; (g) all Registrations, Applications and Intent Filings listed on Schedule A have been duly and properly filed or registered with the United States Patent and Trademark Office by the Debtor, and all Registrations are owned beneficially by the Debtor; (h) as of the date hereof, the Trademarks and Intent Filings are subsisting and have not been adjudged invalid or unenforceable; (i) as of the date hereof each of the Trademarks are valid and enforceable; (j) as of the date hereof, no claim has been made that the use of any of the Trademarks or of any mark covered by an Intent Filing does or may violate the rights of any third Person; (k) the Trademarks continue to be used by the Debtor and have not been abandoned; (l) the Debtor shall maintain all registrations by timely filing, when required by law, all declarations of continued use and renewals, shall diligently pursue infringement of the Trademarks and shall not abandon any Registration or Application for any Trademark (except for the Registrations marked with an asterisk on Schedule A) without the prior written consent of the Agent; provided, however, that the Debtor may abandon and need not maintain Trademarks registered after the date hereof which are not material to the business, financial condition or operations of the Debtor and need not pursue Intent Filings which in the Debtors' reasonable business judgment are not worth pursuing; (m) the Debtor has the unqualified right to enter into this Agreement and perform its terms; (n) the Debtor will determine, in its reasonable discretion, whether to file a federal trademark application for each mark used and/or elected to be used by the Debtor (other than those marks that are the subject of an existing federal registration or application) unless the use of such mark is material to the Debtor's business in the opinion of the Agent in its reasonable discretion and registration is reasonably likely to be obtained, in which case the Debtor shall file the application; (o) the Debtor agrees to grant the Agent or the Agent's attorney the necessary powers of attorney and otherwise to cooperate with the Agent or such attorney to enable the Agent to pursue such applications at the Debtors' expense if the Debtor fails to do so as required by the preceding clause; (p) to permit the Agent, in the event the Debtor does not take such action required to maintain its rights in the Registrations, Applications and Intent Filings, to take such action (including, but not limited to, bringing any action, suit or proceeding that the Agent deems advisable to defend, protect or enforce such rights) on behalf of the Banks and on behalf of the Debtor; provided, however, if the Agent takes action to maintain the Registrations, Applications and Intent Filings, the Debtor shall reimburse the Agent for reasonable expenses so incurred; (q) to its knowledge, the Debtor has used, and will make reasonable efforts to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; (r) the Debtor will maintain for the duration of this Agreement, consistent standards of quality in its manufacture of products

and rendering of services sold under the Trademarks; (s) the Debtor shall file any and all instruments and documents necessary to maintain the validity of the Registrations, including, but not limited to, a Declaration of Use and Incontestability and a Renewal Application.

5. With respect to any trademark or service mark which the Debtor subsequently registers with the United States Patent and Trademark Office, or with any state authority, the Debtor undertakes promptly to provide evidence of having registered such mark to the Agent and its counsel. Those trademarks and service marks so registered by the Debtor in the future are deemed to be described in Schedule A hereto, and the Agent may record this Agreement against each such trademark and service mark.

6. If, before the Obligations shall have been satisfied in full and the Banks have no further obligation to make Loans and the Agent has no further obligation to issue or honor Letters of Credit issued under the Loan Agreement, the Debtor shall obtain rights to any new Trademarks, the provisions of paragraph 5 hereof shall automatically apply thereto and the Debtor shall promptly provide the Agent with written notice thereof. In connection with any such changes, the Debtor shall cooperate with the Agent in modifying Schedule A and in re-executing or re-recording this Agreement with such modification. The Debtor authorizes the Agent to modify this Agreement by amending Schedule A to include any further Trademarks or applications therefor covered by paragraphs 2, 5 and 6 hereof.

7. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties may proceed to exercise (i) any one or more of the rights or remedies afforded by the Uniform Commercial Code of the Commonwealth of Massachusetts, as amended, or other applicable law of Massachusetts or any other jurisdiction, state or federal (ii) any rights or remedies upon any judgment entered upon the Note, and/or (iii) any other remedies or rights provided in the Loan Agreement and the Loan Documents to which the Debtor is a party, simultaneously or consecutively, against or in respect of the Debtor, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. The choice of one or more rights or remedies shall not be construed as a waiver or election barring other rights and remedies. The Debtor hereby acknowledges and agrees that the Secured Parties are not required to exercise all remedies and rights available to them equally with respect to all of the Trademarks and that the Secured Parties may select less than all of the Trademarks with respect to which the remedies as determined by the Secured Parties may be exercised. The Debtor understands that the Trademarks may decline in value in the event that the business of the Debtor is not continued.

Upon the occurrence and during the continuance of any Event of Default, in addition to any rights obtaining under law and hereunder, the Agent, for the benefit of the Banks, shall have the right to sell, assign and transfer at public or private sale or otherwise realize upon, in Boston, Massachusetts, or elsewhere, all of the Debtors' respective right, title and interest in and to the Trademarks, and the goodwill of the Debtors' business symbolized by the Trademarks. The Agent shall credit the proceeds of any such sale or transfer against Borrowers' Obligations, after deducting therefrom all reasonable expenses (including all reasonable expenses for brokers' fees and legal services). Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Debtor. Notice of any sale or other disposition of the Trademarks shall be given to the Debtor at least ten (10) days

before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Parties may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. In the event of the occurrence and during the continuance of an Event of Default, the Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any agent of the Agent as the Agent may select, in its exclusive discretion, as the Debtors' true and lawful attorney-in-fact, with the power to endorse the Debtors' name on all assignment documents, applications, documents, papers and instruments necessary for the Agent to use, grant, license or assign or otherwise transfer title in the Trademarks to anyone else. This power-of-attorney shall be irrevocable for the life of this Agreement.

8. The Debtor will defend at its own cost and expense any action, claim or proceeding materially affecting the interest of the Secured Parties in the Trademarks. The Debtor shall take all actions it deems reasonably necessary to enforce its rights in, and the validity of, the Trademarks. The Debtor agrees to indemnify and hold harmless the Secured Parties against any claim, loss or liability with respect to a third party incurred by any of the Secured Parties as a result of its security interest in the Trademarks, resulting from any use by the Debtor, or any of its sublicensees of goods or services, products or processes, as the case may be, covered by the Trademarks.

9. This Agreement shall be in addition to the Loan Agreement and all other present and future instruments, documents and agreements among the Debtor, the Agent and the Banks, and it shall not be deemed to affect, modify or limit any of the same or any rights of any party thereunder.

10. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect thereto, except as contained or referred to herein. Except as provided in paragraph 6 hereof, this Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, discharge or termination is sought.

11. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereunder, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12. No remedy or right herein conferred upon, or reserved to, the Secured Parties are intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder or under the Loan Agreement or any Loan Document, and now or hereafter existing at law or in equity.

13. No delay or omission by the Secured Parties to exercise any remedy or right accruing upon an Event of Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or of a different nature.

14. At such time as all of Borrowers' Obligations have been paid or performed in full, and the Banks have no further obligation to make Loans and the Agent has no further obligation to issue or honor Letters of Credit issued under the Loan Agreement, the security interest provided herein shall terminate and the Secured Parties shall execute, in form for filing, termination statements and releases of the security interest herein granted, if reasonably requested to confirm the Debtors' exclusive right, title and interest in the Trademarks. Thereafter, no party hereto shall have any further rights or obligations hereunder.

15. This Agreement shall be binding upon the successors or assigns of the Debtor and shall inure to the benefit of and be enforceable by the respective successors or assigns of the Secured Parties.

16. To the extent permitted by applicable law, the Agent is hereby appointed by the Debtor as its attorney-in-fact, irrevocably, to do any and all acts and things which the Agent may reasonably deem necessary to perfect and continue perfected the security interest hereby created including, without limitation, the execution on behalf of the Debtor of any financing or continuation statement with respect to the security interest created hereby.

17. This Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts without regard to the laws as to conflict of laws.

18. For the purpose of any action which may be brought in connection with this Agreement, the Debtor hereby agrees and consents to the jurisdiction and venue of the Courts of the Commonwealth of Massachusetts or of any federal court located in such state in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. The Debtor hereby waives the right to contest the jurisdiction and venue of courts located in the Commonwealth of Massachusetts on the ground of inconvenience or otherwise, and further waives any right to bring any action or proceeding against the Secured Parties in any court. The provisions of this Section 18 shall not limit or otherwise affect the right of the Secured Parties to institute and conduct action in any other manner permitted by applicable law, jurisdiction or court.

19. THE DEBTOR HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE OR OTHER LOAN DOCUMENTS. THE DEBTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE SECURED PARTIES (INCLUDING ITS COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED PARTIES WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL.

THE DEBTOR ACKNOWLEDGES THAT THE BANKS HAVE BEEN INDUCED TO MAKE THE LOAN BY, INTER ALIA, THE PROVISIONS OF THIS SECTION 19.

20. All notices hereunder shall be effective if in writing and personally delivered or receipted for or if mailed by first class mail, postage and fees prepaid, to the party to be notified as follows:

20.1 If to the Agent, on behalf of the Banks:

State Street Bank and Trust Company
225 Franklin Street
Boston, MA 02110

Attention: Barbara R. Flight, Vice President

with a copy to:

Palmer & Dodge LLP
One Beacon Street
Boston, MA 02108

Attention: Robert Duggan, Esquire

20.2 If to the Debtor:

WMB Acquisition Corp.
c/o Corporation Service Company
1013 Centre Street
Wilmington, Delaware 19805

Attention: President

with a copy to:

Skadden, Arps, Slate, Meagher & Flom
One Rodney Square, P.O. Box 636
Wilmington, Delaware 19899

Attention: Robert B. Pincus, Esquire

The designation of the person to be notified or the address of such person for the purposes of such notice may be changed, from time to time, by similar notice in writing, except that any communication with respect to a change of address shall be deemed to be given or made when received by the party to whom such communication is sent. No other method of written notice (including telegraph or telecopy) is precluded by this Section 20.

21. This Agreement is entitled to the benefits of any loan documents now or hereafter issued in connection with the indebtedness secured hereunder, including, without limitation, the Loan Agreement, which loan documents may be amended, modified or substituted without affecting the validity of this Agreement. To the extent that there are any inconsistencies between any term or provision herein and any term or provision in the Loan Agreement, the terms of the Loan Agreement shall control.

22. This Agreement may be recorded by the Agent, on behalf of the Banks, in the United States Patent and Trademark Office.

23. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

24. This Agreement is subject to modification only by a writing signed by the parties, except as described in paragraphs 5 and 6.

25. The Debtor hereby grants to the Secured Parties and its employees and agents the right to visit the Debtors' facilities that produce, manufacture, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours except, in the event of an emergency, then at any time.

26. The Debtor shall do any and all acts reasonably required by the Secured Parties to ensure the Debtors' compliance with this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

WMB ACQUISITION CORP.

By: William G. Popeo
Name: William G. Popeo
Title: Secretary and Chief Financial Officer

STATE STREET BANK AND TRUST COMPANY

By: _____
Name:
Title:

CORESTATES BANK, N.A.

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY,
AS AGENT

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

WMB ACQUISITION CORP.

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY,
AS AGENT

By: *Eileen H. Orscheln*
Name: *Eileen H. Orscheln*
Title: *Vice President*

UNITED STATES OF AMERICA)
STATE OF Delaware) ss.:
COUNTY OF New Castle)

Secretary and Chief Financial Officer

On this 23rd day of March, 1998, before me personally appeared William G. Popeo, to me known and being duly sworn, deposes and says that he is the ~~President~~ of WMB Acquisition Corp., that he signed the foregoing Trademark Security Agreement in my presence, did acknowledge that he executed said Agreement on behalf of the aforesaid corporation and that he was duly authorized to do so, the aforesaid corporation intending to be legally bound thereby, and intending that said Agreement be recorded.

Roberta V. Davies
Notary Public
My commission expires: 1.3.2000

UNITED STATES OF AMERICA)
STATE OF) ss.:
COUNTY OF)

On this ___ day of March, 1998, before me personally appeared _____, to me known and being duly sworn, deposes and says that he is the President of Corestates Bank, N.A., that he signed the foregoing Trademark Security Agreement in my presence, did acknowledge that he executed said Agreement on behalf of the aforesaid corporation and that he was duly authorized to do so, the aforesaid corporation intending to be legally bound thereby, and intending that said Agreement be recorded.

Notary Public
My commission expires:

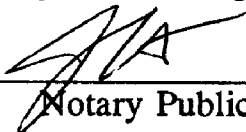
UNITED STATES OF AMERICA)
STATE OF) ss.:
COUNTY OF)

On this 23rd day of March, 1998, before me personally appeared _____, to me known and being duly sworn, deposes and says that he is the President of WMB Acquisition Corp., that he signed the foregoing Trademark Security Agreement in my presence, did acknowledge that he executed said Agreement on behalf of the aforesaid corporation and that he was duly authorized to do so, the aforesaid corporation intending to be legally bound thereby, and intending that said Agreement be recorded.

Notary Public

UNITED STATES OF AMERICA)
STATE OF *Massachusetts*) ss.:
COUNTY OF *Suffolk*)

On this 23rd day of March, 1998, before me personally appeared *Eileen K. Orscheln*, to me known and being duly sworn, deposes and says that ~~he~~ is the *Vice President* of State Street Bank and Trust Company, that ~~he~~ signed the foregoing Trademark Security Agreement on behalf of the aforesaid bank in its capacity as agent, and that ~~he~~ was duly authorized to do so, the aforesaid bank in such capacities intending to be legally bound thereby and intending that said Agreement be recorded.



Notary Public

JOHN L. WHITLOCK, Notary Public
My commission expires Oct. 23, 2003

SCHEDULE A

TRADEMARKS - WMB ACQUISITION CORP.

TRADEMARK	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR APPLICATION DATE
TAX-ON-TIME	1,758,700	3/16/93

PALMER & DODGE LLP

ONE BEACON STREET, BOSTON, MA 02108-3190

Felicia Pakalnis
(617) 573-0446
fpakalnis@palmerdodge.com

Telephone: (617) 573-0100
Facsimile: (617) 227-4420

October 19, 1998

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Commissioner of Patents and Trademarks
Assignment Branch
Washington, D.C. 20231

Re: Recordation of Security Agreement between WMB Acquisition Corporation and
State Street Bank & Trust Co.
Our File No.: 25059-14

Dear Sir/Madam:

Enclosed for recording please find a Security Agreement dated March 23, 1998 between
WMB Acquisition Corporation and State Street Bank & Trust Co.

A cover sheet as required under 37 C.F.R. §3.31 and a check for \$40.00 to cover the
recording fee are also enclosed.

I look forward to return of the original document after recordation. Please contact me if
you have any questions.

Sincerely,



Felicia Pakalnis
Legal Assistant

/fp
Enclosure
cc: Aras Lapinskas

TRADEMARK
REEL: 1805 FRAME: 0636

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 23, 1998 (this "Agreement"), between WMB Acquisition Corp. (the "Debtor") and STATE STREET BANK AND TRUST COMPANY ("State Street"), as agent (the "Agent") on behalf of itself, CORESTATES BANK, N.A. ("CoreStates") and any additional lenders under the Loan Agreement (such additional lenders, together with State Street and CoreStates, the "Banks") (the Agent in such capacity is called the "Secured Parties").

WITNESSETH:

WHEREAS, the Secured Parties and the Corporation Service Company, The Prentice-Hall Corporation System, Inc. and WMB Acquisition Corp. (the "Borrowers") are entering into a Loan Agreement of even date herewith (as amended, modified or extended, the "Loan Agreement"), pursuant to which the Banks are agreeing to make certain Revolving Loans to the Borrowers as evidenced by Revolving Credit Notes executed and delivered by the Borrower to the Banks, and the Agent is agreeing to issue certain Letters of Credit, each as provided in the Loan Agreement;

WHEREAS, the Secured Parties' entering into such Loan Agreement, the Banks' agreement to make the Revolving Loans and the Agent's agreement to issue the Letters of Credit is based in reliance upon the Debtor's agreement (i) to continue to grant to the Banks the security interest in and to the Trademarks (as herein defined) to secure the Borrowers' obligations (as herein defined) and (ii) to be subject to the terms and conditions of this Agreement;

WHEREAS, the parties hereto are entering into this Agreement to set forth their entire understanding with respect to the subject matter hereof;

NOW THEREFORE, to induce and in consideration for the agreement of the Agent and Banks to enter into the Loan Agreement and to make the Loans and issue the Letters of Credit and in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. For the purposes of this Agreement, the following terms shall have the following meanings:

1.1 The term "Obligations" shall have the meaning set forth in the Loan Agreement.

1.2 The term "Trademarks" shall mean all of the right title and interest of the Debtor in and to all trademark registrations (collectively, the "Registrations"), all trademark applications (collectively, the "Applications"), all intent to use filings (the "Intent Filings") and all common law marks ("Common Law Marks") now owned or hereafter acquired by the Debtor. Such registrations, applications, filings and common law marks shall include without limitation, all existing United States registrations of the Debtor described in Schedule A attached hereto, all existing United States applications for registration of the Debtor described in Schedule A attached hereto and all intent to use filings described in Schedule A attached hereto.

1.3 The term "Event of Default" shall mean an occurrence of an Event of Default as defined in the Loan Agreement.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of all of Borrowers' Obligations under the Loan Documents and as collateral security for the prompt and complete satisfaction and performance when due of the Borrowers' obligations to the Agent and the Banks under the Loan Agreement, the Debtor does hereby grant to the Secured Parties a continuing security interest of first priority in (i) the Debtor's right, title and interest in the Trademarks and all renewals thereof, together with the goodwill of the Debtor's business symbolized by the Trademarks, and (ii) the Debtor's rights in respect of the Trademarks, including the right to sue for non-consensual use or infringement of any Trademark, including without limitation, any cause of action that has heretofore arisen or that may arise with respect thereto, and all proceeds of the Trademarks (including, without limitation, all income, royalties, damages and payments now or hereafter due or payable with respect thereto).

3. This Agreement is intended to create a security interest in the Trademarks and goodwill of the Debtor's business for collateral purposes only. Unless and until an Event of Default occurs and is continuing under the Loan Agreement, the Debtor shall continue to have the sole right to (i) own and utilize the Trademarks and goodwill, including without limitation the sole right to grant non-exclusive licenses (but not assign or otherwise transfer, whether by assignment, or transfer of assets, or by merger or consolidation of the Debtor) with respect to any of the Trademarks, in the ordinary course of business and consistent with past practice, to any third party, and (ii) control the nature and quality of the goods sold and the services rendered under the Trademarks, in the ordinary course of business and consistent with past practice. The Debtor covenants and agrees that until all of the Borrowers' Obligations are paid or performed in full and the Banks have no further obligation to make Loans or issue or honor Letters of Credit issued under the Loan Agreement, it will not enter into any agreement which is inconsistent with or which may materially or adversely affect Debtor's Obligations under this Agreement without the Agent's prior written consent and the Debtor shall not pledge, assign or encumber the Trademarks hereunder.

4. The Debtor represents, warrants and covenants to the Secured Parties, except for liens, charges, encumbrances and exceptions permitted under the Loan Agreement that: (a) the Debtor is the true and lawful owner of the entire and unencumbered right, title and

interest in and to each of the Trademarks and the interest herein granted; (b) the Debtor is the exclusive owner of the entire and unencumbered right, title and interest in and to each of the Registrations, Applications and Intent Filings and the interest herein granted, and to the Debtor's knowledge, there is not currently nor has there ever been any adverse claim brought against Debtor's ownership or use of any Common Law Marks; (c) the Trademarks are free and clear of any liens, security interests, claims and encumbrances, including without limitation pledges, assignments, licenses, registered use agreements and covenants by the Debtor not to sue third Persons, except those in favor of the Secured Parties; (d) except as granted to the Secured Parties, the Debtor has granted no other security interests in the Trademarks that are currently outstanding; (e) except as permitted under this Agreement, the Debtor will not, without the prior written consent of the Agent, sell, assign, or grant a security interest in the Trademarks; (f) no claim of infringement has been brought against the Debtor with respect to the Trademarks; (g) all Registrations, Applications and Intent Filings listed on Schedule A have been duly and properly filed or registered with the United States Patent and Trademark Office by the Debtor, and all Registrations are owned beneficially by the Debtor; (h) as of the date hereof, the Trademarks and Intent Filings are subsisting and have not been adjudged invalid or unenforceable; (i) as of the date hereof each of the Trademarks are valid and enforceable; (j) as of the date hereof, no claim has been made that the use of any of the Trademarks or of any mark covered by an Intent Filing does or may violate the rights of any third Person; (k) the Trademarks continue to be used by the Debtor and have not been abandoned; (l) the Debtor shall maintain all registrations by timely filing, when required by law, all declarations of continued use and renewals, shall diligently pursue infringement of the Trademarks and shall not abandon any Registration or Application for any Trademark (except for the Registrations marked with an asterisk on Schedule A) without the prior written consent of the Agent; provided, however, that the Debtor may abandon and need not maintain Trademarks registered after the date hereof which are not material to the business, financial condition or operations of the Debtor and need not pursue Intent Filings which in the Debtors' reasonable business judgment are not worth pursuing; (m) the Debtor has the unqualified right to enter into this Agreement and perform its terms; (n) the Debtor will determine, in its reasonable discretion, whether to file a federal trademark application for each mark used and/or elected to be used by the Debtor (other than those marks that are the subject of an existing federal registration or application) unless the use of such mark is material to the Debtor's business in the opinion of the Agent in its reasonable discretion and registration is reasonably likely to be obtained, in which case the Debtor shall file the application; (o) the Debtor agrees to grant the Agent or the Agent's attorney the necessary powers of attorney and otherwise to cooperate with the Agent or such attorney to enable the Agent to pursue such applications at the Debtors' expense if the Debtor fails to do so as required by the preceding clause; (p) to permit the Agent, in the event the Debtor does not take such action required to maintain its rights in the Registrations, Applications and Intent Filings, to take such action (including, but not limited to, bringing any action, suit or proceeding that the Agent deems advisable to defend, protect or enforce such rights) on behalf of the Banks and on behalf of the Debtor; provided, however, if the Agent takes action to maintain the Registrations, Applications and Intent Filings, the Debtor shall reimburse the Agent for reasonable expenses so incurred; (q) to its knowledge, the Debtor has used, and will make reasonable efforts to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; (r) the Debtor will maintain for the duration of this Agreement, consistent standards of quality in its manufacture of products

and rendering of services sold under the Trademarks; (s) the Debtor shall file any and all instruments and documents necessary to maintain the validity of the Registrations, including, but not limited to, a Declaration of Use and Incontestability and a Renewal Application.

5. With respect to any trademark or service mark which the Debtor subsequently registers with the United States Patent and Trademark Office, or with any state authority, the Debtor undertakes promptly to provide evidence of having registered such mark to the Agent and its counsel. Those trademarks and service marks so registered by the Debtor in the future are deemed to be described in Schedule A hereto, and the Agent may record this Agreement against each such trademark and service mark.

6. If, before the Obligations shall have been satisfied in full and the Banks have no further obligation to make Loans and the Agent has no further obligation to issue or honor Letters of Credit issued under the Loan Agreement, the Debtor shall obtain rights to any new Trademarks, the provisions of paragraph 5 hereof shall automatically apply thereto and the Debtor shall promptly provide the Agent with written notice thereof. In connection with any such changes, the Debtor shall cooperate with the Agent in modifying Schedule A and in re-executing or re-recording this Agreement with such modification. The Debtor authorizes the Agent to modify this Agreement by amending Schedule A to include any further Trademarks or applications therefor covered by paragraphs 2, 5 and 6 hereof.

7. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties may proceed to exercise (i) any one or more of the rights or remedies afforded by the Uniform Commercial Code of the Commonwealth of Massachusetts, as amended, or other applicable law of Massachusetts or any other jurisdiction, state or federal (ii) any rights or remedies upon any judgment entered upon the Note, and/or (iii) any other remedies or rights provided in the Loan Agreement and the Loan Documents to which the Debtor is a party, simultaneously or consecutively, against or in respect of the Debtor, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. The choice of one or more rights or remedies shall not be construed as a waiver or election barring other rights and remedies. The Debtor hereby acknowledges and agrees that the Secured Parties are not required to exercise all remedies and rights available to them equally with respect to all of the Trademarks and that the Secured Parties may select less than all of the Trademarks with respect to which the remedies as determined by the Secured Parties may be exercised. The Debtor understands that the Trademarks may decline in value in the event that the business of the Debtor is not continued.

Upon the occurrence and during the continuance of any Event of Default, in addition to any rights obtaining under law and hereunder, the Agent, for the benefit of the Banks, shall have the right to sell, assign and transfer at public or private sale or otherwise realize upon, in Boston, Massachusetts, or elsewhere, all of the Debtors' respective right, title and interest in and to the Trademarks, and the goodwill of the Debtors' business symbolized by the Trademarks. The Agent shall credit the proceeds of any such sale or transfer against Borrowers' Obligations, after deducting therefrom all reasonable expenses (including all reasonable expenses for brokers' fees and legal services). Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Debtor. Notice of any sale or other disposition of the Trademarks shall be given to the Debtor at least ten (10) days

before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Parties may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. In the event of the occurrence and during the continuance of an Event of Default, the Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any agent of the Agent as the Agent may select, in its exclusive discretion, as the Debtors' true and lawful attorney-in-fact, with the power to endorse the Debtors' name on all assignment documents, applications, documents, papers and instruments necessary for the Agent to use, grant, license or assign or otherwise transfer title in the Trademarks to anyone else. This power-of-attorney shall be irrevocable for the life of this Agreement.

8. The Debtor will defend at its own cost and expense any action, claim or proceeding materially affecting the interest of the Secured Parties in the Trademarks. The Debtor shall take all actions it deems reasonably necessary to enforce its rights in, and the validity of, the Trademarks. The Debtor agrees to indemnify and hold harmless the Secured Parties against any claim, loss or liability with respect to a third party incurred by any of the Secured Parties as a result of its security interest in the Trademarks, resulting from any use by the Debtor, or any of its sublicensees of goods or services, products or processes, as the case may be, covered by the Trademarks.

9. This Agreement shall be in addition to the Loan Agreement and all other present and future instruments, documents and agreements among the Debtor, the Agent and the Banks, and it shall not be deemed to affect, modify or limit any of the same or any rights of any party thereunder.

10. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect thereto, except as contained or referred to herein. Except as provided in paragraph 6 hereof, this Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, discharge or termination is sought.

11. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereunder, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12. No remedy or right herein conferred upon, or reserved to, the Secured Parties are intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder or under the Loan Agreement or any Loan Document, and now or hereafter existing at law or in equity.

13. No delay or omission by the Secured Parties to exercise any remedy or right accruing upon an Event of Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or of a different nature.

14. At such time as all of Borrowers' Obligations have been paid or performed in full, and the Banks have no further obligation to make Loans and the Agent has no further obligation to issue or honor Letters of Credit issued under the Loan Agreement, the security interest provided herein shall terminate and the Secured Parties shall execute, in form for filing, termination statements and releases of the security interest herein granted, if reasonably requested to confirm the Debtors' exclusive right, title and interest in the Trademarks. Thereafter, no party hereto shall have any further rights or obligations hereunder.

15. This Agreement shall be binding upon the successors or assigns of the Debtor and shall inure to the benefit of and be enforceable by the respective successors or assigns of the Secured Parties.

16. To the extent permitted by applicable law, the Agent is hereby appointed by the Debtor as its attorney-in-fact, irrevocably, to do any and all acts and things which the Agent may reasonably deem necessary to perfect and continue perfected the security interest hereby created including, without limitation, the execution on behalf of the Debtor of any financing or continuation statement with respect to the security interest created hereby.

17. This Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts without regard to the laws as to conflict of laws.

18. For the purpose of any action which may be brought in connection with this Agreement, the Debtor hereby agrees and consents to the jurisdiction and venue of the Courts of the Commonwealth of Massachusetts or of any federal court located in such state in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. The Debtor hereby waives the right to contest the jurisdiction and venue of courts located in the Commonwealth of Massachusetts on the ground of inconvenience or otherwise, and further waives any right to bring any action or proceeding against the Secured Parties in any court. The provisions of this Section 18 shall not limit or otherwise affect the right of the Secured Parties to institute and conduct action in any other manner permitted by applicable law, jurisdiction or court.

19. THE DEBTOR HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE OR OTHER LOAN DOCUMENTS. THE DEBTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE SECURED PARTIES (INCLUDING ITS COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED PARTIES WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL.

THE DEBTOR ACKNOWLEDGES THAT THE BANKS HAVE BEEN INDUCED TO MAKE THE LOAN BY, INTER ALIA, THE PROVISIONS OF THIS SECTION 19.

20. All notices hereunder shall be effective if in writing and personally delivered or receipted for or if mailed by first class mail, postage and fees prepaid, to the party to be notified as follows:

20.1 If to the Agent, on behalf of the Banks:

State Street Bank and Trust Company
225 Franklin Street
Boston, MA 02110

Attention: Barbara R. Flight, Vice President

with a copy to:

Palmer & Dodge LLP
One Beacon Street
Boston, MA 02108

Attention: Robert Duggan, Esquire

20.2 If to the Debtor:

WMB Acquisition Corp.
c/o Corporation Service Company
1013 Centre Street
Wilmington, Delaware 19805

Attention: President

with a copy to:

Skadden, Arps, Slate, Meagher & Flom
One Rodney Square, P.O. Box 636
Wilmington, Delaware 19899

Attention: Robert B. Pincus, Esquire

The designation of the person to be notified or the address of such person for the purposes of such notice may be changed, from time to time, by similar notice in writing, except that any communication with respect to a change of address shall be deemed to be given or made when received by the party to whom such communication is sent. No other method of written notice (including telegraph or telecopy) is precluded by this Section 20.

21. This Agreement is entitled to the benefits of any loan documents now or hereafter issued in connection with the indebtedness secured hereunder, including, without limitation, the Loan Agreement, which loan documents may be amended, modified or substituted without affecting the validity of this Agreement. To the extent that there are any inconsistencies between any term or provision herein and any term or provision in the Loan Agreement, the terms of the Loan Agreement shall control.

22. This Agreement may be recorded by the Agent, on behalf of the Banks, in the United States Patent and Trademark Office.

23. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

24. This Agreement is subject to modification only by a writing signed by the parties, except as described in paragraphs 5 and 6.

25. The Debtor hereby grants to the Secured Parties and its employees and agents the right to visit the Debtors' facilities that produce, manufacture, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours except, in the event of an emergency, then at any time.

26. The Debtor shall do any and all acts reasonably required by the Secured Parties to ensure the Debtors' compliance with this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

WMB ACQUISITION CORP.

By: William G. Popeo
Name: William G. Popeo
Title: Secretary and Chief Financial Officer

STATE STREET BANK AND TRUST COMPANY

By: _____
Name:
Title:

CORESTATES BANK, N.A.

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY,
AS AGENT

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

WMB ACQUISITION CORP.

By: _____

Name:

Title:

STATE STREET BANK AND TRUST COMPANY,
AS AGENT

By: *Eileen H. Orscheln*

Name: *Eileen H. Orscheln*

Title: *Vice President*

UNITED STATES OF AMERICA)
STATE OF Delaware) ss.:
COUNTY OF New Castle)

Secretary and Chief Financial Officer

On this 23rd day of March, 1998, before me personally appeared William G. Popeo, to me known and being duly sworn, deposes and says that he is the President of WMB Acquisition Corp., that he signed the foregoing Trademark Security Agreement in my presence, did acknowledge that he executed said Agreement on behalf of the aforesaid corporation and that he was duly authorized to do so, the aforesaid corporation intending to be legally bound thereby, and intending that said Agreement be recorded.

Roberta V. Davies
Notary Public
My commission expires: 1.3.2000

UNITED STATES OF AMERICA)
STATE OF) ss.:
COUNTY OF)

On this ____ day of March, 1998, before me personally appeared _____, to me known and being duly sworn, deposes and says that he is the President of Corestates Bank, N.A., that he signed the foregoing Trademark Security Agreement in my presence, did acknowledge that he executed said Agreement on behalf of the aforesaid corporation and that he was duly authorized to do so, the aforesaid corporation intending to be legally bound thereby, and intending that said Agreement be recorded.

Notary Public
My commission expires:

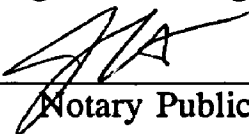
UNITED STATES OF AMERICA)
STATE OF) ss.:
COUNTY OF)

On this 23rd day of March, 1998, before me personally appeared _____, to me known and being duly sworn, deposes and says that he is the President of WMB Acquisition Corp., that he signed the foregoing Trademark Security Agreement in my presence, did acknowledge that he executed said Agreement on behalf of the aforesaid corporation and that he was duly authorized to do so, the aforesaid corporation intending to be legally bound thereby, and intending that said Agreement be recorded.

Notary Public

UNITED STATES OF AMERICA)
STATE OF *Massachusetts*) ss.:
COUNTY OF *Suffolk*)

On this 23rd day of March, 1998, before me personally appeared *Eileen K. Orscheln*, to me known and being duly sworn, deposes and says that ~~he~~ is the *Vice President* of State Street Bank and Trust Company, that ~~he~~ signed the foregoing Trademark Security Agreement on behalf of the aforesaid bank in its capacity as agent, and that ~~he~~ was duly authorized to do so, the aforesaid bank in such capacities intending to be legally bound thereby and intending that said Agreement be recorded.



Notary Public

JOHN L. WHITLOCK, Notary Public
My commission expires Oct. 23, 2003

SCHEDULE A

TRADEMARKS - WMB ACQUISITION CORP.

TRADEMARK	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR APPLICATION DATE
TAX-ON-TIME	1,758,700	3/16/93

0248241.05-New York SJA