

04-07-1999



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TRADEMARKS ONLY

TRADEMARKS ONLY

To The Honorable Commissioner of
Patents and Trademarks

3/9/98

Please record the attached original documents or copy thereof.

R 4/2/99

1. Name of Party(ies)
conveying an interest:

Brotech Corp.
150 Monument Road, Suite 202
Bala Cynwyd, PA 19004

Additional names of
Parties attached? No

2. Name and Address of Party(ies)
receiving an interest:

CoreStates Bank, N.A., Successor by
merger to Meridian Bank
1339 Chestnut Street
Philadelphia, PA 19107

Additional names and addresses
of Parties attached? No

3. Nature of conveyance/description
of interest conveyed

___ Assignment
___ Security Agreement

___ Change of Name
___ Merger

A. Other Amended and Restated
Trademark Security Agreement

Execution Date: 11/25/97

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

Additional numbers attached? Yes

If this document is being filed together with a new application,
the execution date of the application is: n/a

A. Trademark Application No.(s)

B. Trademark Registration No.(s)-

LOGOS/DESIGNS: ELEVEN (11)
TOTAL- See attached

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

James M. Keating, Jr., Esquire
Duane, Morris & Heckscher LLP
One Liberty Place
Philadelphia, PA 19103-7396
(215) 979-1532

6. Number of applications and
registrations involved: 11

7. Total Fee (37 CFR \$3.41): \$290.00
Enclosed: \$290.00
Authorized to be charged: n/a

8. Deposit account number:

DO NOT USE THIS SPACE

9. I declare under penalty of perjury under the laws of the United States
of America that the foregoing information is true and correct and any
attached copy is a true and correct copy of the original document.

Dated: 03/31/99

James M. Keating, Jr.
JAMES M. KEATING, JR., ESQUIRE

Total number of pages including
cover sheet, attachments, and document: 12

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03/10/1998 JSHBAZZ 00000040 1275661
01 FC:461
02 FC:482

40.00 OP
250.00 OP

TRADEMARK
REEL: 1878 FRAME: 0901

SCHEDULE A

<u>Trademark/ Service Mark/ Trade Name</u> ^{1/}	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>	<u>Renewal Date</u>
PUROLITE	Reg. 1,275,661	US	May 1, 1984	May 1, 2004
MICROLITE	Reg. 1,439,714	US	May 19, 1987	May 19, 2007
PUROFINE	Reg. 1,757,507	US	March 9, 1993	March 9, 2003
HYPERSOL-MACRONET	Reg. 1,996,863	US	Aug. 27, 1996	Aug. 27, 2006
PURODEX	Reg. 1,989,155	US	July 23, 1996	July 23, 2006
PURODINE	Reg. 1,987,612	US	July 16, 1996	July 16, 2006
PUROLITE	Reg. 3262537	Japan	Feb. 24, 1997	Feb. 24, 2007
PUROLITE	Reg. 703816	Taiwan	Feb. 28, 1996	Feb. 28, 2006
PUROLITE	SN 95094326	China	Jan. 18, 1995	N/A
FLOROLITE	SN 75/330,115	US	July 24, 1997	N/A
PUROPACK	SN 75/129,416	US	July 3, 1996	N/A
PUROLITE	N/A	Brazil	Oct. 22, 1997	N/A
PUROLITE	N/A	Mexico	N/A	N/A
MICROLITE	N/A	Mexico	N/A	N/A
HYPERSOL-MACRONET	N/A	Mexico	N/A	N/A
PUROFINE	N/A	Mexico	N/A	N/A
PUROPACK	N/A	Mexico	N/A	N/A

^{1/} Identify the Mark exactly as it appears on the U.S. Patent and Trademark Certificate of Registration. If the Mark is a Design/Logo, attach a copy of said Mark hereto.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement ("Agreement") is dated as of this 25th day of November, 1997 between BROTECH CORP., a Delaware corporation with a principal place of business at 150 Monument Road, Suite 202, Bala Cynwyd, Pennsylvania 19004 (the "Assignor") and CORESTATES BANK, N.A., a national banking association and successor by merger to Meridian Bank with a mailing address at 1339 Chestnut Street, Philadelphia, Pennsylvania 19107 (the "Assignee").

BACKGROUND

A. The Assignor and the Assignee are parties to that certain Trademark Security Assignment dated June 18, 1993 and delivered July 16, 1993 (as amended, modified or reaffirmed from time to time, the "Existing Trademark Security Agreement") pursuant to which the Assignor granted to the Assignee a security interest in certain property of the Assignor as set forth therein to secure the indebtedness evidenced by that certain Facilities Agreement dated July 16, 1993 by and between, among others, the Assignor, Bro-Tech Limited ("Brotech-UK"), Purolite International Limited ("PI-UK"), Purolite International SRI ("PI-Italy") and Purolite (Deutschland) GmbH ("PI-Germany"; together with the Assignor, Brotech-UK, PI-UK, and PI-Italy, the "Original Borrowers") and the Assignee.

B. On the date hereof, the Assignor, Brotech-UK, PI-UK and PI-Germany (collectively, the "Borrowers") and the Assignee have entered into that certain Amended and Restated Loan Agreement (the "Loan Agreement") pursuant to which, among other things, the Assignee has agreed to make a revolving credit facility available to the Borrowers.

C. The Loan Agreement provides that the Assignor, in order to secure the indebtedness evidenced thereby, shall grant and/or confirm to the Assignee a perfected security interest in certain property of the Assignor.

D. The Assignor desires to secure the indebtedness evidenced by the Loan Agreement and its duties and obligations thereunder by granting and/or confirming to the Assignee a continuing security interest in certain property of the Assignor, as hereinafter set forth.

E. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Obligations under the Loan Agreement, the Assignor hereby grants, assigns and conveys to the Assignee a security interest in and to all of Assignor's trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

To the extent the Assignor has granted a security interest to the Assignee in any or all of the Marks prior to the date of this Agreement, either pursuant to the Existing Trademark Security Agreement or otherwise, this Agreement shall be deemed to be a reaffirmation of the previously granted security interest(s). The Assignor acknowledges that this Agreement does not extinguish the liens and security interests created under the Existing Trademark Security Agreement and the Assignor reaffirms the previously granted security interests thereunder. It is the intention of the Assignor and the Assignee that all existing security interests will remain continuously perfected.

2. Warranties and Representations. The Assignor covenants and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, except the liens granted by the Assignor to secure the Term Loans and subject only to existing licenses; (b) it has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) to the best of Assignor's knowledge, each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) Assignor has used, and, subject to the provisions of paragraph 7 below, will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) Assignor has used, and, subject to the provisions of paragraph 7 below, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Assignor shall, in any

event, indemnify and hold the Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Assignor shall do any and all acts reasonably required by the Assignee to ensure Assignor's compliance with paragraph 2(g).

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Assignor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.

5. Future Marks. The Assignor authorizes the Assignee to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 or paragraph 4 hereof.

6. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under the Loan Agreement; and (b) any violation by the Assignor of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within fourteen (14) calendar days after notice thereof to the Assignor.

7. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Assignor from failing to renew or otherwise abandoning any item included within the Marks if, in the Assignor's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that Assignor shall give the Assignee ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, those 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 Marks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the goodwill and equipment associated therewith, or any interest which the Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Assignor at least fifteen (15) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's names on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Termination. At such time as the Assignor shall completely satisfy all of the Obligations and all other liabilities of the Assignor to the Assignee under the Note, or there shall exist no continuing liability of the Assignor with respect to the Obligations under the terms of the Note or any agreement executed in connection therewith, this Agreement shall terminate and the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

11. Fees and Expenses of Assignee. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Assignor on demand by the Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Note.

12. Protection of Marks.

(a) The Assignor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in connection therewith.

(b) If an Event of Default shall have occurred and be continuing, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Note 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 or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision 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.

15. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Note and the other loan documents referred to therein, will permit the Assignee, upon the happening of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Note, all of which will permit the Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.


19. Judicial Proceedings. Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, the Assignor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE ASSIGNEE WOULD NOT EXTEND CREDIT TO THE ASSIGNOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

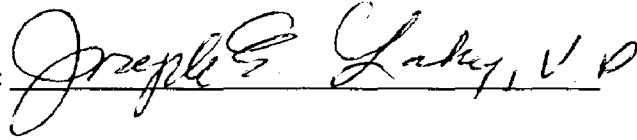


BROTECH CORP.

By: 

ATTEST:

CORESTATES BANK, N.A.

By: 

<u>Trademark/ Service Mark Trade Name¹</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>	<u>Renewal Date</u>
Purolite	Reg. 1,275,661			
Microlite	Reg. 1,439,714			
Purofine	Reg. 1,757,507			
Hypersol-Macronet	Reg. 1,996,863			
Purodex	Reg. 1,989,155			
Purodine	Reg. 1,987,612			
Purolite (Japan)	Reg. 3262537			
Purolite (Taiwan)	Reg. 703816			
Purolite (China)	Reg. 95094326			
Florolite	SN 75/330/115			
Puropack	SN 75/129/416			

¹ Identify the Mark exactly as it appears on the U.S. Patent and Trademark Certificate of Registration. If the Mark is a Design/Logo, attach a copy of said mark hereto.

CERTIFICATE OF ACKNOWLEDGEMENT

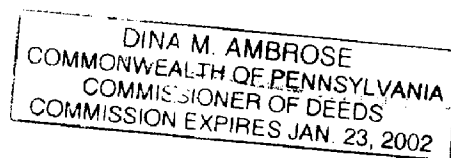
COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF *Phila* :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25 day of November, 1997, personally appeared Stefan Brate to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Proton Corp, a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

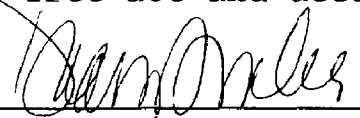
My Commission Expires:



CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Phila : SS

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25 day of November, 1997, personally appeared Joseph E. HAKY to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice Pres. of Corestates Bank, a _____ corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My Commission Expires:

DINA M. AMBROSE
COMMONWEALTH OF PENNSYLVANIA
COMMISSIONER OF DEEDS
COMMISSION EXPIRES JAN. 23, 2002