

05-18-1999



101038945

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



510-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
3 9 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

3 9 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

Refund Ref:

05/17/1999 DNGUYEN 00000117 919928

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

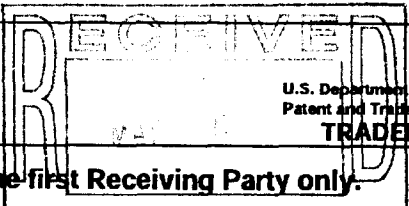
40.00 OP
150.00 OP

CHECK Refund Total: \$90.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001897 FRAME: 0306



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name William J. Fiore, Esq.

Address (line 1) Meyner & Landis, One Gateway Center, Suite 2500, Newark, NJ 07102

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

919,928 920,892 1,166,861
1,412,350 1,465,931 1,835,000
1,980,193

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Scott Reda, Pres., Sunrise

Investors Inc

3/10/99

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 9th day of March, 1999, by SUNRISE INVESTORS INC., a Pennsylvania corporation having its principal place of business at 8 Centre Square, Easton, Pennsylvania ("Sunrise"), in favor of **THE PHILLIPSBURG NATIONAL BANK AND TRUST COMPANY** ("Bank"), with an office at 305 Roseberry Street, P.O. Box 5360, Phillipsburg, New Jersey 08865-5360:

WITNESSETH:

WHEREAS, Sunrise and Bank are parties to a certain Guaranty, dated as of the date hereof (the "Guaranty"), and other related loan documents of even date herewith (collectively, with the Guaranty, the "Loan Documents"), which Loan Documents provide (i) for the Bank to extend credit to Sunrise and (ii) for the grant by Sunrise to Bank of a security interest in certain of Sunrise's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, and service mark applications;

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

1. Pledge of Trademarks and Licenses. To secure Sunrise's "Liabilities" (as defined in the Guaranty), Sunrise hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Bank, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the specific license agreements, all of Sunrise's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Exhibit A attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for part or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection, are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the ("Trademarks");

(ii) all license agreements with respect to any of the Trademarks or any other trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Sunrise and any other party, whether Sunrise is a licensor or

licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit B attached hereto and hereby made a part hereof (all of the foregoing license agreements and Sunrise's rights thereunder are referred to collectively as the "Licenses").

2. Warranties and Representations. Sunrise warrants and represents to Bank that:

(i) The Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been cancelled, in whole or in part and are presently subsisting;

(ii) Each of the Trademarks and Licenses is valid and enforceable;

(iii) Sunrise is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Licenses, free and clear of any liens, charges and encumbrances;

(iv) Sunrise has adopted, used and is currently using all of the Trademarks;

(v) Sunrise has no notice of any suits or actions commenced or threatened with reference to the Trademarks or Licenses; and

(vi) Sunrise has the right to execute and deliver this Agreement and perform its terms and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

3. Restrictions on Future Agreements. Sunrise agrees that until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, Sunrise shall not sell or assign its interest in, or grant any license under, the Trademarks or Licenses, or enter into any other agreement with respect to the Trademarks or Licenses which is inconsistent with Sunrise's obligations under this Agreement, without the prior written consent of Bank, and Sunrise further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (solely with respect to the Tradenames), which would affect the validity or enforcement of the rights transferred to Bank under this Agreement.

4. New Trademarks and Licenses. Sunrise represents and warrants that, to the best of Sunrise's knowledge, the Trademarks and Licenses listed on Exhibits A and B, respectively, constitute all of the Trademarks and Licenses now owned by Sunrise. If, before the Liabilities shall have been satisfied in full or before the Loan Documents have been terminated, Sunrise shall (i) become aware of any existing Trademarks or Licenses of which Sunrise has not previously informed Bank, (ii) obtain rights to any new Trademarks or Licenses, or (iii) become entitled to the benefit of any Trademarks or Licenses, the provisions of this Agreement above shall automatically apply thereto and Sunrise shall give to Bank prompt written notice thereof. Sunrise hereby authorizes

Bank to modify this Agreement by amending Exhibits A and B, as applicable, to include any such Trademarks and Licenses.

5. Term. The term of the pledge granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks and Licenses assigned hereunder, and (ii) the Liabilities have been paid in full and the Loan Documents have been terminated. Upon the occurrence of an Event of Default, Sunrise agrees that the use by Bank of all Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Bank to the Sunrise.

6. Assignment Limited. Notwithstanding the provisions of Section 1, the Sunrise shall not be deemed to have assigned, sold, bargained or conveyed the Trademarks or Licenses (except for collateral security purposes) unless and until there shall have occurred (i) an acceleration of the Liabilities or (ii) any Event of Default and the initiation by the Bank of any actions to enforce its rights or remedies under the Loan Agreement.

7. Release of Pledge. Upon payment in full of the Liabilities and termination of the Loan Documents, Bank shall execute and deliver to Sunrise all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Sunrise full title to the Trademarks and Licenses, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to the Loan Documents.

8. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Sunrise. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by Bank in connection with the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and Licenses, shall be borne by and paid by Sunrise on demand by Bank and until so paid shall be added to the principal amount of Sunrise's Liabilities and shall bear interest at the rate for the loan (as defined in the Loan Agreement).

9. Duties of Sunrise. Sunrise shall have the duty (i) to prosecute diligently any material trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Trademarks and Licenses, and (iv) to ensure that the Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Sunrise's obligations under this Section shall be borne by Sunrise. Sunrise shall not abandon any right to file a trademark or service mark application, or abandon any pending Trademark or License without the consent of Bank, except as may be commercially reasonable.

10. Sunrise's Right to Sue. After the occurrence of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses, and, if Bank shall commence any such suit, Sunrise shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Sunrise shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section.

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

12. Severability. The provisions of this 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 Mortgage in any jurisdiction.

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

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Bank's rights and remedies with respect to the Trademarks and Licenses, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Sunrise hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Sunrise's true and lawful attorney-in-fact, with power to (i) endorse Sunrise's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks and Licenses, or (ii) take any other actions with respect to the Trademarks and Licenses as Bank deems to be in the best interest of Bank, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks or Licenses to anyone, or (iv) subject to applicable law, assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Licenses to anyone. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Loan Agreement, including any amendments thereto, has been terminated. Sunrise acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located.

15. Binding Effect; Benefits. This Agreement shall be binding upon the Sunrise and its respective successors and assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns.

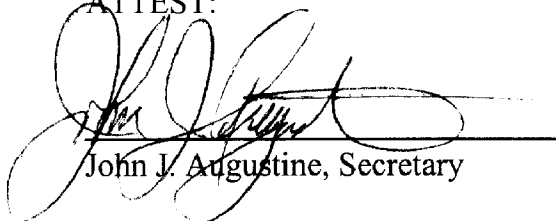
16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey.

17. Further Assurances. Sunrise agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts as Bank shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

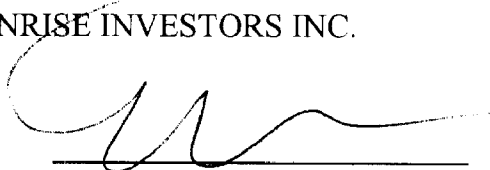
18. Survival of Representations. All representations and warranties of Sunrise contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Documents.

IN WITNESS WHEREOF, SUNRISE INVESTORS INC., by its duly authorized officer, has duly executed this Agreement in favor of The Phillipsburg National Bank and Trust Company as of the date first written above.

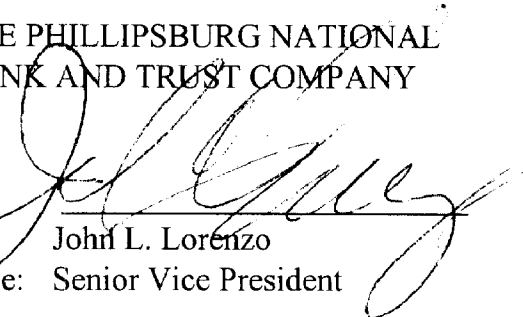
ATTEST:


John J. Augustine, Secretary

SUNRISE INVESTORS INC.

By: 
Scott L. Reda, Chairman and CEO

THE PHILLIPSBURG NATIONAL
BANK AND TRUST COMPANY

By: 
John L. Lorenzo
Title: Senior Vice President

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF)
 : SS.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that SUNRISE INVESTORS, INC., a corporation formed under the laws of the State of Pennsylvania, with its principal office at 8 Centre Square, Easton, Pennsylvania (hereafter called "Sunrise"), pursuant to a Collateral Security Agreement ("Security Agreement"), hereby appoints and constitutes The Phillipsburg National Bank and Trust Company, a national banking association organized and existing under the laws of the United States, with its principal place of business at 305 Roseberry Street, P.O. Box 5360, Phillipsburg, New Jersey 08865-5360 (hereinafter "Bank") named in and which hereafter become a party to that certain Guaranty dated as of March 9, 1999 between Sunrise and Bank, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Sunrise:

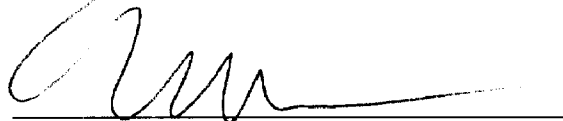
1. Assigning, selling or otherwise disposing of all right, title and interest of Sunrise in and to the Trademarks listed on Schedule A and Licenses listed on Schedule B of the Security Agreement, and including those trademark and licenses which are added to the same subsequent hereto, and all registrations and recordings hereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Sunrise and Bank and may not be revoked until the payment in full of all Liabilities as defined in such Security Agreement.

SUNRISE INVESTORS INC.

By:



Scott L. Reda

Title: Chairman and CEO

STATE OF NEW JERSEY)

: ss.:

COUNTY OF WARREN)

On this 9th day of March, 1999, before me personally came SCOTT L. REDA, to me known, who, being by me duly sworn, did depose and say that he is the Chairman and CEO of SUNRISE INVESTORS INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by like order of the Board of Directors of said corporation.



Notary Public

SHIRLEY A. COPPEDGE
NOTARY PUBLIC OF NEW JERSEY
My Comm. Exps. Mar. 31, 2001

STATE OF NEW JERSEY)
) SS.:
COUNTY OF WARREN)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 9th day of March, 1999, by SCOTT L. REDA and JOHN J. AUGUSTINE, personally known to me to be the Chairman/CEO and Secretary, respectively, of SUNRISE INVESTORS INC., a Pennsylvania corporation, on behalf of such corporation.

EXHIBIT B

Licenses

EXHIBIT A

Trademarks

Mark

Number

Date

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 9th day of March, 1999, by SUNRISE INVESTORS INC., a Pennsylvania corporation having its principal place of business at 8 Centre Square, Easton, Pennsylvania ("Sunrise"), in favor of **THE PHILLIPSBURG NATIONAL BANK AND TRUST COMPANY** ("Bank"), with an office at 305 Roseberry Street, P.O. Box 5360, Phillipsburg, New Jersey 08865-5360:

WITNESSETH:

WHEREAS, Sunrise and Bank are parties to a certain Guaranty, dated as of the date hereof (the "Guaranty"), and other related loan documents of even date herewith (collectively, with the Guaranty, the "Loan Documents"), which Loan Documents provide (i) for the Bank to extend credit to Sunrise and (ii) for the grant by Sunrise to Bank of a security interest in certain of Sunrise's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, and service mark applications;

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

1. Pledge of Trademarks and Licenses. To secure Sunrise's "Liabilities" (as defined in the Guaranty), Sunrise hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Bank, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the specific license agreements, all of Sunrise's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Exhibit A attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for part or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection, are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the ("Trademarks"));

(ii) all license agreements with respect to any of the Trademarks or any other trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Sunrise and any other party, whether Sunrise is a licensor or

licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit B attached hereto and hereby made a part hereof (all of the foregoing license agreements and Sunrise's rights thereunder are referred to collectively as the "Licenses").

2. Warranties and Representations. Sunrise warrants and represents to Bank that:

(i) The Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been cancelled, in whole or in part and are presently subsisting;

(ii) Each of the Trademarks and Licenses is valid and enforceable;

(iii) Sunrise is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Licenses, free and clear of any liens, charges and encumbrances;

(iv) Sunrise has adopted, used and is currently using all of the Trademarks;

(v) Sunrise has no notice of any suits or actions commenced or threatened with reference to the Trademarks or Licenses; and

(vi) Sunrise has the right to execute and deliver this Agreement and perform its terms and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

3. Restrictions on Future Agreements. Sunrise agrees that until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, Sunrise shall not sell or assign its interest in, or grant any license under, the Trademarks or Licenses, or enter into any other agreement with respect to the Trademarks or Licenses which is inconsistent with Sunrise's obligations under this Agreement, without the prior written consent of Bank, and Sunrise further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (solely with respect to the Tradenames), which would affect the validity or enforcement of the rights transferred to Bank under this Agreement.

4. New Trademarks and Licenses. Sunrise represents and warrants that, to the best of Sunrise's knowledge, the Trademarks and Licenses listed on Exhibits A and B, respectively, constitute all of the Trademarks and Licenses now owned by Sunrise. If, before the Liabilities shall have been satisfied in full or before the Loan Documents have been terminated, Sunrise shall (i) become aware of any existing Trademarks or Licenses of which Sunrise has not previously informed Bank, (ii) obtain rights to any new Trademarks or Licenses, or (iii) become entitled to the benefit of any Trademarks or Licenses, the provisions of this Agreement above shall automatically apply thereto and Sunrise shall give to Bank prompt written notice thereof. Sunrise hereby authorizes

Bank to modify this Agreement by amending Exhibits A and B, as applicable, to include any such Trademarks and Licenses.

5. Term. The term of the pledge granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks and Licenses assigned hereunder, and (ii) the Liabilities have been paid in full and the Loan Documents have been terminated. Upon the occurrence of an Event of Default, Sunrise agrees that the use by Bank of all Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Bank to the Sunrise.

6. Assignment Limited. Notwithstanding the provisions of Section 1, the Sunrise shall not be deemed to have assigned, sold, bargained or conveyed the Trademarks or Licenses (except for collateral security purposes) unless and until there shall have occurred (i) an acceleration of the Liabilities or (ii) any Event of Default and the initiation by the Bank of any actions to enforce its rights or remedies under the Loan Agreement.

7. Release of Pledge. Upon payment in full of the Liabilities and termination of the Loan Documents, Bank shall execute and deliver to Sunrise all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Sunrise full title to the Trademarks and Licenses, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to the Loan Documents.

8. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Sunrise. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by Bank in connection with the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and Licenses, shall be borne by and paid by Sunrise on demand by Bank and until so paid shall be added to the principal amount of Sunrise's Liabilities and shall bear interest at the rate for the loan (as defined in the Loan Agreement).

9. Duties of Sunrise. Sunrise shall have the duty (i) to prosecute diligently any material trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Trademarks and Licenses, and (iv) to ensure that the Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Sunrise's obligations under this Section shall be borne by Sunrise. Sunrise shall not abandon any right to file a trademark or service mark application, or abandon any pending Trademark or License without the consent of Bank, except as may be commercially reasonable.

10. Sunrise's Right to Sue. After the occurrence of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses, and, if Bank shall commence any such suit, Sunrise shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Sunrise shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section.

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

12. Severability. The provisions of this 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 Mortgage in any jurisdiction.

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

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement.

All of Bank's rights and remedies with respect to the Trademarks and Licenses, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Sunrise hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Sunrise's true and lawful attorney-in-fact, with power to (i) endorse Sunrise's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks and Licenses, or (ii) take any other actions with respect to the Trademarks and Licenses as Bank deems to be in the best interest of Bank, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks or Licenses to anyone, or (iv) subject to applicable law, assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Licenses to anyone. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Loan Agreement, including any amendments thereto, has been terminated. Sunrise acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located.

15. Binding Effect; Benefits. This Agreement shall be binding upon the Sunrise and its respective successors and assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns.

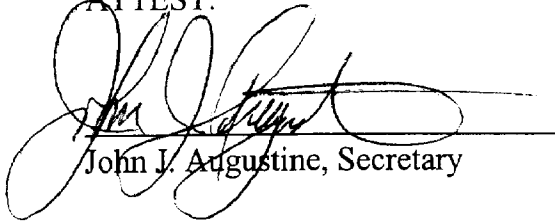
16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey.

17. Further Assurances. Sunrise agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts as Bank shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

18. Survival of Representations. All representations and warranties of Sunrise contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Documents.

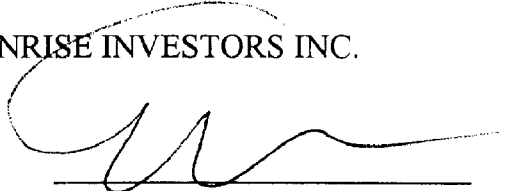
IN WITNESS WHEREOF, SUNRISE INVESTORS INC., by its duly authorized officer, has duly executed this Agreement in favor of The Phillipsburg National Bank and Trust Company as of the date first written above.

ATTEST:


John J. Augustine, Secretary

SUNRISE INVESTORS INC.

By:


Scott L. Reda, Chairman and CEO

THE PHILLIPSBURG NATIONAL
BANK AND TRUST COMPANY

By:

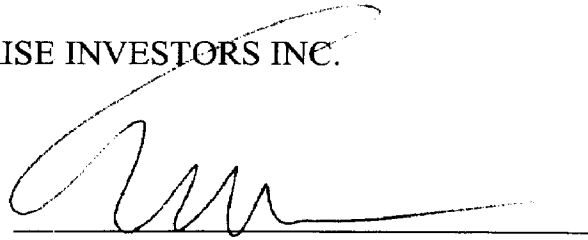

John L. Lorenzo

Title: Senior Vice President

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Sunrise and Bank and may not be revoked until the payment in full of all Liabilities as defined in such Security Agreement.

SUNRISE INVESTORS INC.

By:



Scott L. Reda

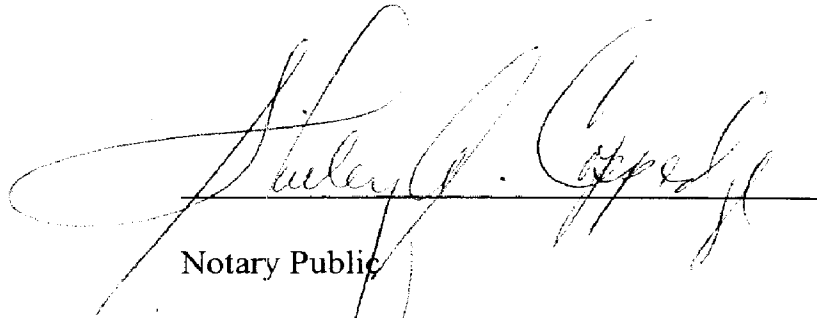
Title: Chairman and CEO

STATE OF NEW JERSEY)

: ss.:

COUNTY OF WARREN)

On this 9th day of March, 1999, before me personally came SCOTT L. REDA, to me known, who, being by me duly sworn, did depose and say that he is the Chairman and CEO of SUNRISE INVESTORS INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by like order of the Board of Directors of said corporation.



Notary Public

SHIRLEY A. COPPEDGE
NOTARY PUBLIC OF NEW JERSEY
My Comm. Exps. Mar. 31, 2001

STATE OF NEW JERSEY)
) **SS.:**
COUNTY OF WARREN)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 9th day of March, 1999, by SCOTT L. REDA and JOHN J. AUGUSTINE, personally known to me to be the Chairman/CEO and Secretary, respectively, of SUNRISE INVESTORS INC., a Pennsylvania corporation, on behalf of such corporation.

EXHIBIT A

Trademarks

Mark

Number

Date

EXHIBIT B

Licenses