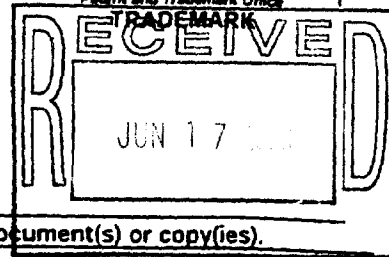


06-21-1999



MRO  
6.17.99



REC 101071692

LET

TRADEMARKS ONLY

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other Amended and Restated Trademark Security Agreement

Conveying Party

Mark if additional names or conveying parties attached

Name CST/Star Products, Inc.

Execution Date  
Month Day Year  
05 31 1999

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 NationsBank, N.A.

DBA/AKA/TA

Composed of

Address (line 1) Independence Center

Address (line 2) 101 N. Tryon St.

Address (line 3) Charlotte

NC

28255

City

State/Country

Zip Code

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

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.)

06/21/1999 MTHAI1 00000031 2027192

FOR OFFICE USE ONLY

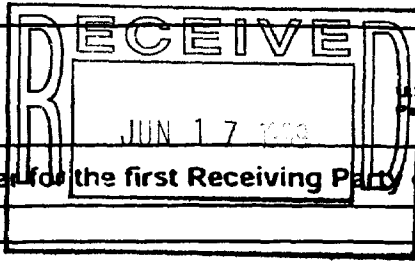
01 FD:481  
02 FD:482

40.00 OP  
350.00 OP

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: 001916 FRAME: 0179



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

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)**

1 Trademark Application as listed on Schedule A attached to Amended and Restated Trademark Security Agreement

**Registration Number(s)**

14 Trademark Registrations as listed on Schedule A attached to Amended and Restated Trademark Security Agreement

**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.

James F. Donato

6/16/99

Name of Person Signing

Signature

Date Signed

Schedule A  
to  
Amended and Restated Trademark Security Agreement

Dated as of May 31, 1999

**Trademark Registrations**

<u>Trademark</u>	<u>Registration No.</u>
BRAVADO	2,027,192
BEL-AIR	2,027,193
DATABOND	2,220,861
CRUSADER	1,328,482
DISAPERF	1,282,239
EB 20	1,803,230
EW-20	1,853,632
MISCELLANEOUS DESIGN (CL 16)	2,063,281
MISCELLANEOUS DESIGN (CL 35)	2,244,860
OFFICE EDGE	1,899,796
SHARPRINT	566,082
SHARPRINT	500,775
STAR FORMS	2,115,478
STAR FORMS	833,348
STAR FORMS	Az. Reg. No. 79,487

**Trademark and Service Mark Applications**

<u>Trademark</u>	<u>Serial No.</u>
STAR FORMS	75/121,164

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of May 31, 1999, by and between CST/Star Products, Inc., a Delaware corporation ("Borrower"), and NationsBank, N.A., as representative for the Secured Creditors (in such capacity as representative, "Agent"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the "Loan and Security Agreement" (as defined below).

PRELIMINARY STATEMENTS

A. Borrower, the financial institutions named on the signature pages thereof (the "Lenders") and Agent are parties to that certain Credit Agreement dated as of March 22, 1996 (as amended by those certain amendments thereto dated as of April 16, 1996, June 14, 1996, November 8, 1996, April 9, 1997 and August 31, 1998 as further modified by those certain forbearance agreements dated as of December 23, 1997, March 27, 1998 and August 31, 1998, and as further modified by those certain amendments to the last of such forbearance agreements dated as of September 30, 1998, November 18, 1998, January 18, 1999, February 18, 1999 and April 30, 1999, the "Existing Credit Agreement");

B. Concurrently herewith, the Existing Credit Agreement has been further amended and restated in its entirety pursuant to the terms of that certain Amended and Restated Loan and Security Agreement of even date herewith entered into by and among Borrower, CST Holding Corp., a Delaware corporation, the Lenders, NationsBank, N.A., as the Issuing Bank and Agent (such Amended and Restated Loan and Security Agreement, as may be further amended, supplemented, modified, restated, refinanced, refunded or renewed from time to time, the "Loan and Security Agreement");

C. In connection with the execution and delivery of the Existing Credit Agreement, Borrower and Agent entered into that certain Intellectual Property Security Agreement dated as of March 22, 1996 (the "CST Agreement");

D. In connection with the execution and delivery of the Third Amendment to the Existing Credit Agreement, dated as of November 5, 1996, Star Forms Incorporated, formerly a Delaware corporation and wholly owned subsidiary of Borrower ("Star Forms"), executed and delivered, in favor of Agent for the benefit of the Lenders, (a) that certain Subsidiary Guaranty dated as of November 5, 1996 (the "Star Guaranty") pursuant to which Star Forms guarantied all of Borrower's obligations under the Existing Credit Agreement and (b) that certain Intellectual Property Security Agreement dated as of November 5, 1996 (the "Star Agreement", and together

with the CST Agreement, the "Existing Agreements") pursuant to which Star Forms granted security interests in favor of Agent and the Lenders as security for its obligations under the Star Guaranty;

E. On October 30, 1997, Star Forms merged with and into Borrower whereupon Borrower, by operation of law, assumed all of the obligations of Star Forms under the Star Guaranty and the Star Agreement;

F. In connection with the execution and delivery of the Loan and Security Agreement, and to induce the Lenders to provide Borrower with the financial accommodations contemplated thereby, Borrower has agreed to execute and deliver this Agreement, to reaffirm the grants of the security interests made under the Existing Agreements in favor of Agent and the Lenders, and to modify certain of the terms of the Existing Agreements;

G. The parties hereto have agreed that, upon and after the satisfaction of each of the conditions precedent set forth in Section 4.1 of the Loan and Security Agreement, the Existing Agreements are hereby amended and restated in their entirety in the manner set forth in this Agreement; and

H. Accordingly, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Agent hereby agree as follows:

1. Defined Terms.

(a) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(b) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of the Loan and Security Agreement. The Loan and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Reaffirmation and Grant of Security Interest in Trademarks. As security for all Obligations, Borrower hereby (a) reaffirms its grant pursuant to the Existing Agreements of security interests in and liens on the property of Borrower described as collateral for the Existing Obligations pursuant to such Existing Agreements, including, without limitation, all "Collateral" under and as defined therein, and (b) further grants to Agent, for the ratable benefit of the Secured Creditors, a continuing security interest in, lien on and collateral assignment of, all of the following

property of Borrower, whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof (as such schedule may be updated from time to time hereafter pursuant to paragraph 5), and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof (as such schedule may be updated from time to time hereafter pursuant to paragraph 5), together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. Borrower will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees, subject to paragraph 9 hereof, that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Borrower represents and warrants that, from and after the Effective Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Borrower is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than Agent, for the benefit of the Secured Creditors. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to use any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into or become party to any new trademark license agreement or service mark license agreement, then the provisions of paragraph 3 above shall automatically apply thereto. Borrower shall give to Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Borrower hereby authorizes Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Borrower hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under paragraph 13 or pursuant to Section 10.2 of the Loan and Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any of the Secured Creditors to Borrower.

7. Right to Inspect; Further Assignments and Security Interests. Agent may at all reasonable times (and at any time when a Default or Event of Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks

or the Licenses without the prior and express written consent of the Required Lenders, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Required Lenders' prior and express written consent.

8. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and all of the Secured Creditors' commitments under and with respect to the Loan and Security Agreement have been terminated. When this Agreement has terminated, Agent shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Loan and Security Agreement.

9. Duties of Borrower. Borrower shall have the duty, to the extent reasonably desirable in the normal conduct of Borrower's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Borrower further agrees, to the extent reasonably desirable in the normal conduct of Borrower's business, (i) not to abandon any Trademark or License without the prior written consent of the Required Lenders, and (ii) to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary in the operation of Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by Borrower. None of the Secured Creditors shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Secured Creditors shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Borrower and shall be added to the Obligations secured hereby.

10. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

11. Waivers. No amendment or modification of any provision of this Agreement shall be effective without the written agreement of Agent and Borrower, except as specifically provided in paragraph 5 hereof, and no termination or waiver of any provision of this Agreement, or consent to any departure by Borrower therefrom, shall in any event be effective without the



written concurrence of Agent, which concurrence Agent shall have the right to grant or withhold at its sole discretion. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

12. Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

13. Cumulative Remedies; Power of Attorney. Borrower hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Agent of notice to Borrower of Agent's intention to enforce its rights and claims against Borrower, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, and (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Secured Creditors' commitments under and with respect to the Loan and Security Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan and Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, 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 the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan and Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan and Security Agreement and any of the other Loan

Documents. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least five (5) days before such disposition; provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

14. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Borrower without the prior written consent of Agent. With respect to Borrower, successors and assigns shall include, without limitation, any receiver, trustee or debtor-in-possession of or for Borrower. The rights and benefits of any Secured Creditor hereunder shall, if such Secured Creditor so agrees, inure to any party acquiring any interest in the Obligations or any part thereof, subject to the provisions of the Loan and Security Agreement.

15. Governing Law. **THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS, OTHER THAN AS PROVIDED IN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK.**

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan and Security Agreement.

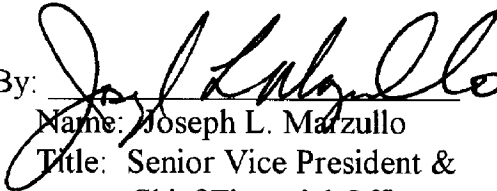
17. Captions. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and by Agent and Borrower on separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement .

19. Merger; No Strict Construction. This Agreement is intended by the parties hereto to be the final, complete, and exclusive expression of the agreement among them. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.


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

CST/STAR PRODUCTS, INC.

By:   
Name: Joseph L. Marzullo  
Title: Senior Vice President &  
Chief Financial Officer

Accepted and agreed to as of the day and year first above written.

NATIONSBANK, N.A., as Agent

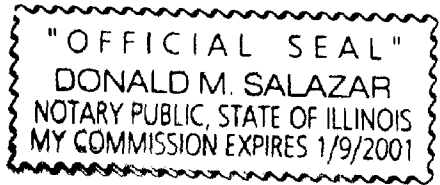
By:   
Name: Ronald A. Prince  
Title: Vice President

Signature Page to  
Amended and Restated  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 001916 FRAME: 0189**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 28th day of May, 1999, by Joseph L. Marzullo, a Senior Vice President and Chief Financial Officer of CST/Star Products, Inc., a Delaware corporation, on behalf of such corporation.



*Donald M. Salazar*

Notary Public  
Cook County, Illinois  
My commission expires: 1-9-2001

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 28th day of May, 1999, by Ronald A. Prince, a Vice President of NationsBank, N.A., a national banking association, on behalf of such banking association.



A handwritten signature in cursive script that reads "Donald M. Salazar". The signature is written over a horizontal line.

Notary Public  
Cook County, Illinois  
My commission expires: 1-9-2001

Schedule B  
to  
Amended and Restated Trademark Security Agreement

Dated as of May 31, 1999

License Agreements

NONE