

MRD

08-18-1999

FORM PTO-1594 8-16-99
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101121470

and original documents or copy thereof.

1. Name of conveying party(ies):

Pro Mach, Inc.

- Individual(s)
- General Partnership
- Corporation (Delaware)
- Other _____
- Association
- Limited Liability

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

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

Name: LaSalle National Bank
Internal Address: 135 South LaSalle Street
City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association National Banking Association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated Trademark and License Security Agreement
- Merger
- Change of Name

Execution Date: June 11, 1999

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE B

Additional numbers attached? Yes No

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

Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ

Attention: Tammy S. Settle

Internal Address:

Street Address: 222 North LaSalle Street Suite 2600

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

14

7. Total Fee (37 CFR 3.41) \$ 365.00

- Enclosed
- Authorized to be charged to deposit account (Any Deficiencies)

8. Deposit account number: 22-0259

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tammy S. Settle
Name of Person Signing

Tammy S. Settle
Signature

August 13, 1999
Date

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

08/17/1999 DC04TES 00000092 74711797

01 FC:481 40.00 DP
02 FC:482 325.00 DP

1. **Additional name(s) of conveying party(ies)**

Brenton Engineering Company, a Minnesota Corporation

Roberts Polypro, Inc., a South Carolina Corporation

The Wexxar Corporation, an Illinois Corporation

Axon Corporation, a North Carolina Corporation

Orion Packaging Systems, Inc., a Virginia Corporation

AMENDED AND RESTATED TRADEMARK
AND LICENSE SECURITY AGREEMENT
SCHEDULE A - TRADEMARK APPLICATIONS

MARK	APPLICATION NO.
MATRIX	74/711,797
VORTEX	74/711,997
REVO-LOGIC	74/711,799
TWIN-STRETCH	75/201,398
INSTA-SENSE	74/726,454
EZ-SEAL	75/624,571

AMENDED AND RESTATED TRADEMARK
AND LICENSE SECURITY AGREEMENT
SCHEDULE B - TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.
FINISHLINE	2,099,981
SUPERGLUER	2,122,925
POLYPRO	1,488,481
POLYPRO POPUP	2,006,461
EPIC	2,216,596
AXON	1,713,080
OSSID	2,038,230
OSSID	1,620,851

**AMENDED AND RESTATED
TRADEMARK AND LICENSE SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of June 11, 1999, made by PRO MACH, INC., a Delaware corporation (the "Company"), BRENTON ENGINEERING COMPANY, a Minnesota corporation ("Brenton"), ROBERTS POLYPRO, INC., a South Carolina corporation ("Roberts"), THE WEXXAR CORPORATION, an Illinois corporation ("Wexxar USA", together with the Company, Brenton and Roberts, the "Existing Grantors"), AXON CORPORATION, a North Carolina corporation ("Axon"), and ORION PACKAGING SYSTEMS, INC., a Virginia corporation ("Orion USA", together with the Existing Grantors, all future Grantors (as provided herein) and Axon, the "Grantors" and individually, a "Grantor"); and LASALLE NATIONAL BANK in its capacity as agent for the Lender Parties referred to below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Existing Grantors, Wexxar Packaging Machinery Ltd., a British Columbia corporation ("Wexxar Canada", together with the Existing Grantors, the "Existing Borrowers"), the Agent and certain financial institutions are parties to that certain Credit Agreement dated as of December 21, 1998, as modified by that certain Addendum to Credit Agreement, dated as of February 1, 1999, and as amended by that certain Amendment No. 1 and Consent No. 1 to Credit Agreement, dated as of March 26, 1999 (the "Prior Credit Agreement");

WHEREAS, the Agent, the financial institutions that are or may from time to time become parties thereto (the "Banks"), the Existing Borrowers, Axon, Orion USA and 3563146 Canada Inc., a Canada corporation ("Orion Canada", together with the Existing Borrowers, all future Borrowers, as provided therein, Axon and Orion USA, the "Borrowers"), have entered into that certain Amended and Restated Credit Agreement dated of even date herewith (as the same may hereafter be further amended, supplemented or otherwise modified, the "Credit Agreement"), which amends and restates the Prior Credit Agreement, and pursuant to which the Banks have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers;

WHEREAS, each of the Grantors expects to benefit, directly and indirectly, from the extension of such credit facilities to the Borrowers under the Credit Agreement;

WHEREAS, the Existing Grantors and the Agent are parties to that certain Trademark and License Security Agreement dated as of December 21, 1998 (the "Prior Trademark Security Agreement"), pursuant to which the Existing Grantors have created in favor of the Agent, for the benefit of the Agent and the Lender Parties, a first priority security interest in and Lien on the Trademarks, Licenses and other Collateral (each, as hereinafter defined) of the Existing Grantors;

WHEREAS, Agent, for the benefit of the Agent and the Lender Parties, desires to become a secured creditor with respect to the Trademarks, Licenses and other Collateral of Axon and Orion USA and Axon and Orion USA have agreed to create in favor of Agent, for the benefit of the Agent and the Lender Parties, a first priority security interest in and Lien on such Trademarks, Licenses and other Collateral; and

WHEREAS, the Agent and the Banks have required, as a further condition to entering into the Credit Agreement and to secure the obligations and liabilities of the Borrowers under the Credit Agreement and the other Loan Documents, that Grantors execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, any loan, advance or other financial accommodation heretofore or hereafter made to any one or more of the Borrowers under or in connection with the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Credit Agreement; and (b) the following terms have the following meanings (such meanings to be applicable to both the singular and plural forms of such terms):

Collateral - see Section 2.

Lender Party means (i) each Bank, and (ii) any Affiliate of a Bank which is a party to a Hedging Agreement with any one or more of the Borrowers.

Liabilities means (i) all Obligations, and (ii) all Hedging Obligations owed by any one or more of the Borrowers to any one or more of the Lender Parties or any Affiliate thereof.

- (ii) 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 and schedule references are to this Agreement unless otherwise specified.
- (iii) 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. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, each of the Grantors hereby grants, to the extent previously granted, hereby reaffirms its grant to Agent, for its benefit and the ratable benefit of the

Lender Parties a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of such Grantor's interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

- (i) trademarks, registered trademarks and trademark registrations, trade names, service marks, registered service marks and service mark registrations, including, without limitation, the registered trademarks and registered service marks listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable 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, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks and registered service marks together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark registrations, trade names, service marks, registered service marks and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's and Lender Parties' rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of the Agent, such Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Agent in such Grantor's rights under such license agreement.

3. Restrictions on Future Agreements. Each of the Grantors 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 such Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent, for its benefit and the benefit of the Lender

Parties under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of such Grantor's business.

4. New Trademarks and Licenses. Each of the Grantors represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by such Grantor. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and such Grantor shall notify Agent in writing (with reasonable detail) of such changes once every six months; provided that such Grantor shall, within five (5) days of approval, notify Agent and provide Agent with copies of all relevant documents relating to the approval of an application for a domestic Trademark by the United States Patent and Trademark Office. Each of the Grantors hereby authorizes Agent for its benefit and the benefit of the Lender Parties to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, each of the Grantors hereby agrees that Agent's security interest, for its benefit and the benefit of the Lender Parties, shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agent actually amends Schedule A and Schedule B.

5. Royalties. Each of the Grantors hereby agrees that the use by Agent of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to such Grantor.

6. Nature and Continuation of Lender Parties' 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 remain in full force and effect until the Liabilities have been paid in full and the Credit Agreement terminated. At such time, the rights granted to Agent hereunder shall also terminate.

7. Right to Inspect; Further Assignments and Security Interests. Agent, for its benefit and the benefit of the Lender Parties shall have the right, consistent with the Credit Agreement at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of each Grantor relating to the Trademarks and the Licenses, including, without limitation, such Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of such Grantor's ordinary business operations. From and after the occurrence of, and during the continuance of, an Event of Default, and subject to the terms of the Credit Agreement, each of the Grantors 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 judgement, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks or the Licenses. Each of the Grantors agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent.

8. Duties of Grantors. Each of the Grantors shall have the duty, to the extent desirable in the normal conduct of such Grantor's business and consistent with such Grantor's current business practices or Grantor's commercially reasonable business judgment: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make applications for trademarks and service marks as such Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of such Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. Each of the Grantors shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in such Grantor's commercially reasonable business judgement, necessary or economically desirable in the operation of such Grantor's business. Neither Agent nor any Lender Party shall have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender Party shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Agent's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of such Grantor and added to the Liabilities secured hereby.

9. Agent's Right to Sue. Only from and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, each of the Grantors 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. Each of the Grantors shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Liabilities secured hereby.

10. Waivers. No course of dealing between any Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver of any of Agent's rights, powers or

privileges. No single or partial exercise of any right, power or privilege hereunder or under any of the other Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. Without limiting the foregoing, each Grantor acknowledges and agrees that from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of such Grantor's business.

12. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted under this Agreement to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended except in connection with the ongoing business to which such trademark or service mark pertains.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each of the Grantors hereby irrevocably appoints Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. Only upon the occurrence and during the continuance of an Event of Default, each of the Grantors hereby authorizes Agent to, in its sole discretion, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially

reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of such Grantor's business connected with the use of, and symbolized by, such Trademarks. Each of the Grantors hereby ratifies all that such attorney-in-fact 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 this Agreement shall have been terminated pursuant to Section 6 hereof. Each of the Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lender Parties under the Credit Agreement or other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Agent and the Lender Parties 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, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

16. Binding Effect; Benefits. This Agreement shall be binding upon each of the Grantors and its successors and assigns, and shall inure to the benefit of Agent, for its benefit and the benefit of the Lender Parties and their nominees, successors and assigns. Each of the Grantors' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, subject, however, to the applicability of the UCC of any jurisdiction in which any Collateral may be located or deemed located at any given time.

18. Forum Selection. **ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE LOCATED OR DEEMED LOCATED. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS OF THE GRANTOR SPECIFIED IN, OR PURSUANT TO, THE CREDIT AGREEMENT OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES,**

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

19. **Jury Trial. EACH GRANTOR, THE AGENT AND (BY ACCEPTING THE BENEFITS HEREOF) EACH LENDER PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

20. **Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.**

21. **Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.**

22. **Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.**

23. **Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of each of the Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise such Grantor of such recordals. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, such Grantor shall have the right to effect recordal of such satisfaction or termination at the expense of such Grantor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by such Grantor. Agent and each of the Grantors shall cooperate to effect all such recordals hereunder.**

24. **Prior Trademark Security Agreement. Grantors acknowledge that (i) the Liabilities referred to in the Prior Trademark Security Agreement have not been satisfied but instead are evidenced by the Credit Agreement and other Loan Documents, and (ii) the Liens granted by the Existing Grantors under the Prior Trademark Security Agreement are hereby reaffirmed and shall continue hereafter to secure the Liabilities, until all Liabilities are repaid in full in cash and the Credit Agreement is terminated.**

25. Additional Parties. At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Agent a counterpart signature page to this Agreement (pursuant to a Joinder Agreement to the Credit Agreement) together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall thereby grant to Agent for its benefit and the ratable benefit of the Lender Parties a first priority security interest in all of its Collateral, as provided herein.

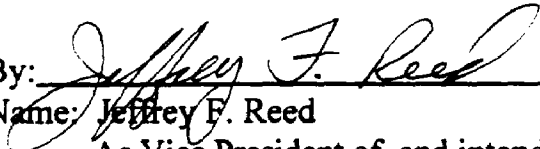
[SIGNATURE PAGE FOLLOWS]

Signature Page to Amended and Restated Trademark and License Security Agreement

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


GRANTORS:

PRO MACH, INC.,
a Delaware corporation,
BRENTON ENGINEERING COMPANY,
a Minnesota corporation
ROBERTS POLYPRO, INC.,
a South Carolina corporation
THE WEXXAR CORPORATION,
an Illinois corporation
AXON CORPORATION,
a North Carolina corporation
ORION PACKAGING SYSTEMS, INC.,
a Virginia corporation

By: 
Name: Jeffrey F. Reed
As Vice President of, and intending to legally
bind each of the above corporations

AGENT:

LASALLE NATIONAL BANK, as Agent

By: 
Name: Christopher O'Brien
Title: First Vice President

Notarization Page to Amended and Restated Trademark and License Security Agreement

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Agreement was executed and acknowledged before me this 10th day of June, 1999, by Jeffrey F. Reed, personally known to me to be the Vice President of each Pro Mach, Inc., a Delaware corporation, Brenton Engineering Company, a Minnesota corporation, Roberts PolyPro Inc., a South Carolina corporation, The Wexxar Corporation, an Illinois corporation, Axon Corporation, a North Carolina corporation, and Orion Packaging Systems, Inc., a Virginia corporation, on behalf of each such corporation.

(SEAL)



Notary Public Julie A Chiero
My commission expires 10/25/00

Signature page for the Amended and Restated Trademark and License Security Agreement dated as of June __, 1999, among PRO MACH, INC., a Delaware corporation, BRENTON ENGINEERING COMPANY, a Minnesota corporation, ROBERTS POLYPRO, INC., a South Carolina corporation, THE WEXXAR CORPORATION, an Illinois corporation, AXON CORPORATION, a North Carolina corporation, and ORION PACKAGING SYSTEMS, INC., a Virginia corporation, various other parties and LaSalle National Bank as agent for the Lender Parties referred to herein.

The undersigned is executing a counterpart hereof for purposes of becoming a party hereto (and attached to this signature page are supplements to the Schedules to the Amended and Restated Trademark and License Security Agreement setting forth all relevant information with respect to the undersigned):

[ADDITIONAL GRANTOR]

By: _____
Title: _____

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS

See Attached

TRADEMARKS¹

Roberts Poly Pro, Inc./Brenton Engineering Company

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Date Issued/Filed</u>	<u>Owner</u>
FINISHLINE	2,099,981	09/23/97	Roberts Systems, Inc.
SUPERGLUER	2,122,925	12/23/97	Roberts Systems, Inc.
POLYPRO	1,488,481	05/17/88	Roberts Systems, Inc.
POLYPRO POPUP	2,006,461	10/08/96	Roberts Systems, Inc.
XZOTEC	App: 746,732 Reg: TMA450,127 (Canada)	11/17/95	Roberts Systems, Inc.

Orion Packaging Systems, Inc.

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Date Issued/Filed</u>	<u>Owner</u>
EPIC	2,216,596	01/05/99	Orion USA
MATRIX	App. No. 74/711,797	08/07/95	Orion USA
VORTEX	App. No. 74/711,997	08/07/95	Orion USA
REVO-LOGIC	App. No. 74/711,799	08/07/95	Orion USA
TWIN-STRETCH	App. No. 75/201,398	11/21/96	Orion USA
INSTA-SENSE	App. No. 74/726,454	09/08/95	Orion USA

¹ Notes:

- Name change from Roberts Systems, Inc. (incl. Poly Pro division) to Roberts PolyPro, Inc. to be recorded.

Axon

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Date Issued/Filed</u>	<u>Owner</u>
AXON	1,713,080	09/08/92	Axon
EZ-SEAL	App. No. 75/624,571	01/21/99	Axon

SCHEDULE B
to Trademark and License Security Agreement

LICENSES

See Attached

SCHEDULE B

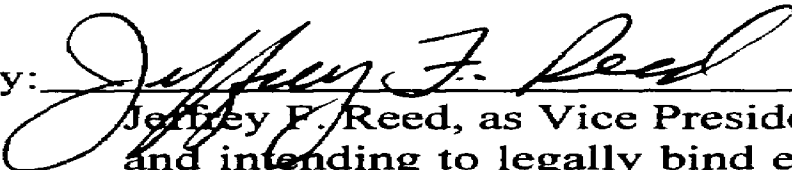
- None.

VPCH101/#4410732.6

Signature page for the Amended and Restated Trademark and License Security Agreement dated as of June 11, 1999, among PRO MACH, INC., a Delaware corporation, BRENTON ENGINEERING COMPANY, a Minnesota corporation, ROBERTS POLYPRO, INC., a South Carolina corporation, THE WEXXAR CORPORATION, an Illinois corporation, AXON CORPORATION, a North Carolina corporation, and ORION PACKAGING SYSTEMS, INC., a Virginia corporation, various other parties and LaSalle Bank, N.A., as agent for the Lender Parties referred to herein.

The undersigned is executing a counterpart hereof for purposes of becoming a party hereto (and attached to this signature page are supplements to the Schedules to the Amended and Restated Trademark and License Security Agreement setting forth all relevant information with respect to the undersigned):

OSSID CORP., a North Carolina corporation
OSSID EUROPE LTD., a North Carolina corporation

By: 
Jeffrey F. Reed, as Vice President of,
and intending to legally bind each of
the above corporations

TRADEMARKS

Ossid Corp. / Ossid Europe Ltd.

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Date Issued/Filed</u>	<u>Owner</u>
OSSID - (USA)	2,038,230	02/18/97	Ossid Corp.
OSSID - (USA)	1,620,851	11/06/90	Ossid Corp.
OSSID - (CAN)	TM 432,411	08/26/94	Ossid Corp.
OSSID - (U.K.)	1,527,676	03/04/94	Ossid Corp.
OSSID - (CTM)	App. No. 857086	06/22/98	Ossid Corp.

VEDDER PRICE

VEDDER, PRICE, KAUFMAN & KAMMHOLZ

222 NORTH LASALLE STREET

CHICAGO, ILLINOIS 60601-1003

312-609-7500

FACSIMILE: 312-609-5005

TAMMY S. SETTLE

LEGAL ASSISTANT

312-609-7838

A PARTNERSHIP INCLUDING VEDDER, PRICE, KAUFMAN & KAMMHOLZ, P.C.

WITH OFFICES IN CHICAGO AND NEW YORK CITY

August 13, 1999

VIA FEDERAL EXPRESS

Assistant Commissioner of Patents & Trademarks
Office of Public Records
1213 Jefferson Davis Highway
Third Floor
Arlington, Virginia 22202
Attn: Customer Service Counter

**Re: Amended and Restated Trademark and License
Security Agreement
Our Reference No. 29444.00.0016**

Dear Sir:

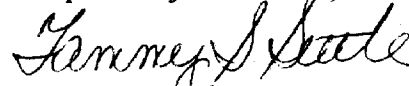
Attached please find the Amended and Restated Trademark and License Security Agreement between Pro Mach, Inc., Brenton Engineering Company, Roberts Polypro, Inc., The Wexxar Corporation, Axon Corporation, Orion Packaging Systems, Inc. and LaSalle National Bank for recordation in the Assignment Branch of the United States Patent and Trademark Office along with a check in the amount of \$365.00 for the required filing fee.

Any additional fees should be charged to our Deposit Account No. 22-0259.

Please direct all correspondence regarding this matter to:

Tammy S. Settle
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Chicago, Illinois 60601
(312) 609-7838

Respectfully submitted,



Tammy S. Settle
Legal Assistant

Enclosures

cc: Paul Hoffman, Esq.

VEDDER PRICE

VEDDER, PRICE, KAUFMAN & KAMMHOLZ

222 NORTH LASALLE STREET

CHICAGO, ILLINOIS 60601-1003

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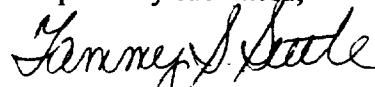
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Respectfully submitted,



Tammy S. Settle
Legal Assistant

Enclosures

cc: Paul Hoffman, Esq.