

M RD 9-13-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-21-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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1999 SEP 13 P 3:54
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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09-13-1999
U.S. Patent & TMO/TM Mail Rpt Dt. #39

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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)

- 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.)

FOR OFFICE USE ONLY

09/20/1999 NTHA11 00000261 75701197

01 FC:481 40.00 OP
02 FC:482 275.00 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: 001960 FRAME: 0325

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)

Registration Number(s)

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<input type="text" value="1,447,066"/>	<input type="text" value="1,783,757"/>	<input type="text" value="1,764,214"/>

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.

Marc A. Bergsman

Name of Person Signing


Signature

09/13/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

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 the Assignment.)

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Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of August 17, 1999, by Brandess-Kalt-Aetna Group, Inc. (herein the "Borrower") and Acufine, Inc. (herein the "Guarantor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, having an office at 1825 W. Lawrence Ave., 2nd Floor, Chicago, Illinois 60640 ("Lender").

W I T N E S S E T H:

WHEREAS, Borrower and Lender have entered into that certain Secured Credit Agreement dated as of the date hereof (together with all notes issued pursuant thereto, and as amended or otherwise modified from time to time, the "Credit Agreement"), providing for the extension of credit by Lender to Borrower, and

WHEREAS Guarantor has guaranteed payment of the obligations of the Borrower to Lender under the Credit Agreement and otherwise pursuant to the terms of a Guaranty Agreement dated as of the date hereof (the "Guaranty"); and

WHEREAS Borrower and Guarantor are the owners of certain trademarks which are of value to the Borrower in the ordinary course of its business; and

WHEREAS, Lender has required that Borrower and Guarantor grant to Lender a security interest in and to the Collateral (as defined herein) to secure, among other things, the obligations of the Borrower and the Guarantor under the Credit Agreement and the Guaranty, and under such other documents and agreements delivered by Borrower and Guarantor to Lender in conjunction with the Credit Agreement and the Guaranty (all such documents and agreements being collectively hereinafter referred to as the "Agreements" and each individually an "Agreement");

AGREEMENT

NOW THEREFORE, in consideration of the premises and in order to induce Lender to extend credit under the Agreements, Borrower and Guarantor each hereby agree with Lender as follows:

1. Security Interest. Borrower and Guarantor hereby grant to Lender a security interest in all of their respective right, title and interest in and to the collateral described in Section 2 herein (the "Collateral") in order to secure the payment and performance of all the obligations, covenants, conditions and agreements of the Borrower and the Guarantor contained in the Agreements in favor of Lender or any affiliate of Lender, together with any and all other obligations and undertakings of whatsoever nature at any time now or hereafter owing by the Borrower or the Guarantor to the Lender or its affiliates (collectively hereinafter referred to as the "Indebtedness").

2. Collateral. The Collateral is:

(a) all of Borrower's and Guarantor's respective trademarks, trademark registrations, tradenames and trademark applications, which, in each case, are now or hereafter filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due 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 thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and

(b) the goodwill of Borrower's and Guarantor's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Until the Indebtedness shall have been satisfied in full and the Agreements shall have been terminated, neither Borrower or Guarantor will, without Lender's prior written consent, (a) enter into any agreement, including, without limitation, any license agreement that is inconsistent with Borrower's or Guarantor's obligations under this Agreement or any other Agreement to which Borrower or Guarantor is a party, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would affect the validity or enforceability of the rights transferred to Lender under this Agreement or (c) enter into any other indebtedness which may restrict or inhibit Lender's rights to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of an Event of Default under any Agreement (hereinafter an "Event of Default").

4. New Trademarks. Borrower and Guarantor represent and warrant that the Trademarks listed on Schedule A constitute all of the registered trademarks, tradenames and applications which are as of the date hereof owned by or are pending on behalf of Borrower and Guarantor in the United States or any state of the United States and that neither Borrower or Guarantor is aware of any such trademarks and tradenames which are not registered in the United States or any state thereof. If, before the Indebtedness shall have been satisfied in full, Borrower or Guarantor shall (i) (a) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States or (b) obtain rights to any trademarks or tradenames used in the United States or any state, territory or possession thereof, or (ii) (a) become entitled to the benefit of any trademark application, trademark, tradename or trademark registration in the United States or any state, territory or possession thereof or (b) become entitled to the benefit of any trademark or tradenames used in the United States or any state, territory or possession thereof, the provisions of Section 1 shall automatically apply thereto and Borrower or Guarantor shall give to Lender prompt written notice thereof. Borrower and Guarantor hereby authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks, trademark registrations, trademark applications and tradenames that are Trademarks, as applicable, under Section 2 or under this Section 4.

5. Additional Representations and Warranties. Borrower and Guarantor hereby represent, warrant, covenant and agree that:

(a) Except as otherwise provided herein or in the Agreements, they are and will continue to be the owner of all their respective right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any lien in favor of any person.

(b) Each has the full right and power to grant the security interest in the Collateral made hereby.

(c) Neither of them has made any previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.

(d) So long as any Indebtedness remains outstanding or any of the Agreements or the Agreements has not terminated, they will not execute, and there will not be on file in any public office, any financing statement or other document or instruments evidencing or giving notice of liens affecting the Collateral.

(e) No material infringement or unauthorized use presently is being made of any of the Trademarks which would adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder and Borrower and Guarantor will continue to maintain monitoring and enforcement practices which fully and adequately protect the Collateral. Borrower and Guarantor have advised Lender of their trademark monitoring and enforcement practices, and will not materially modify such practices without the prior written consent of Lender.

6. Royalties; Terms. Borrower and Guarantor hereby agree that the permitted use by Lender of all Trademarks shall be worldwide without any liability for royalties or other related charges from Lender to Borrower or Guarantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, or (ii) the Indebtedness has been paid in full and the Agreements have been terminated.

7. Lender's Right to Maintain Quality. Borrower and Guarantor agree that from and after the occurrence of an Event of Default under any Agreement, Lender shall have the right to establish such additional product quality controls as Lender, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower and Guarantor under the Trademarks. Borrower and Guarantor agree (i) not to sell or assign their respective interest in, or grant any license under the Trademarks without the prior written consent of Lender; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; (iii) not to reduce the quality of such products without Lender's express written consent; and (iv) to provide Lender, upon request, with a certificate of an officer of Borrower and Guarantor certifying Borrower's and Guarantor's compliance with the foregoing.

8. Duties of Borrower and Guarantor. Borrower and Guarantor shall (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Indebtedness shall have been paid in full and the Agreements shall have been terminated, (ii) make application on trademarks, as appropriate, (iii) preserve and maintain all rights in trademark applications, trademarks, tradenames, and trademark registrations that

are part of the Trademarks; (iv) not abandon any right to file a trademark application nor any pending trademark application if the value thereof could reasonably be expected to justify the cost of obtaining such trademark, and (v) not abandon any given Trademark without the prior written consent of Lender. Any expenses incurred in connection with the applications referred to in this Section 9 shall be borne by Borrower and Guarantor, jointly and severally. Borrower and Guarantor agree to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Borrower and Guarantor shall keep Lender advised on a current basis of any such applications or proceedings.

If Borrower or Guarantor fails to comply with any of the foregoing duties, Lender may so comply in Borrower's name to the extent permitted by law, but at Borrower's and Guarantor's expense, and Borrower and Guarantor hereby agree, jointly and severally, to reimburse Lender in full for all expenses, including the reasonable fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by Lender in protecting, defending and maintaining the Collateral.

In the event that Borrower or Guarantor shall fail to pay when due any fees required to be paid by either of them hereunder, or shall fail to discharge any lien, prohibited hereby, or shall fail to comply with any other duty hereunder, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Borrower or Guarantor as the case may be, and all moneys so paid out shall be Indebtedness of Borrower and the Guarantor repayable on demand, together with interest at a rate equal to the rate set forth in the Credit Agreement after default effective on the last day of the preceding month.

Borrower and Guarantor shall take all action necessary to preserve and maintain the validity, perfection and first priority of Lender's security interest granted herein in the Collateral.

9. Lender's Right to Sue. From and after the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if Lender shall commence any such suit, Borrower and Guarantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower and Guarantor shall jointly and severally indemnify and shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between Borrower or Guarantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any Agreement or any other Loan Document 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.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Trademark

is thereby preserved and Borrower or Guarantor, as the case may be, shall make suitable other valid arrangements to provide Lender with equivalent protections to that intended hereby.

12. Amendments. This Agreement or any provision thereof may be changed, waived, or terminated only in the manner set forth in Section 4 hereof or by a written instrument signed by each party hereto.

13. Remedies. If any Event of Default shall have occurred, then Lender shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Agreements or otherwise available to it, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Illinois (the "UCC") whether or not the UCC applies to the affected Collateral, and also may (i) require Borrower and Guarantor, and Borrower and Guarantor hereby agree that they will upon the request of Lender, forthwith, (a) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Collateral, and (b) take such other action as Lender may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and protect its rights and remedies with respect to such assigned Collateral, and (ii) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as Lender may deem commercially reasonable. Borrower and Guarantor agree that at least seven (7) days notice to Borrower and Guarantor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Lender may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Indebtedness. The proceeds realized from the sale of any Collateral shall be, applied first to the reasonable costs, expenses and attorneys and paralegal fees and expenses incurred by Lender for collection and for acquisition, protection, and sale of the Collateral; second to interest due upon any of the Indebtedness; and third to the principal of the Indebtedness. If any deficiency shall arise, Borrower and Guarantor shall remain jointly and severally liable to Lender therefor. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Lender's security interest in the Collateral until the Indebtedness is fully paid. Borrower and Guarantor agree that Lender has no obligation to preserve rights to Collateral against any other parties.

14. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of Lender's rights and remedies with respect to the Collateral, whether established hereby, by any Agreement, by any other Agreements, or by law shall be cumulative and may be exercised singularly or concurrently. Borrower and Guarantor hereby authorize Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's and Guarantor's true and lawful attorney-in-fact, with power, from and after the occurrence of an Event of Default to (a) endorse Borrower's and Guarantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Collateral including, without limitation, if Borrower or Guarantor fails to execute and deliver within three (3) Business Days of Lender's request therefor the assignment substantially in the form of Exhibit A hereto, (b) take any other actions with respect to the Collateral as Lender deems in the best interest of Lender, (c) grant or issue any exclusive or non-exclusive

license under the Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Borrower and Guarantor each hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Indebtedness shall have been paid in full and the Agreements have been terminated. Borrower and Guarantor each acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Agreements but rather is intended to facilitate the exercise of such rights and remedies.

15. Notice. Any notice, approval, consent or other communication to any party hereunder shall be in the form and manner, and to the addresses as set forth in the Credit Agreement or, in the case of the Guarantor, the Guaranty.

16. Continuing Security Interest; Transfer. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Indebtedness and termination of each Agreement, (ii) be binding upon Borrower and Guarantor, and their respective successors and assigns, and (iii) inure, together with the rights and remedies of Lender hereunder, to the benefit of Lender, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii) and subject to the provisions of the Agreements, Lender may, assign or otherwise transfer any of the Indebtedness to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to Lender herein or otherwise.

17. Authority of Lender. Lender shall have and be entitled to exercise all powers hereunder which are specifically delegated to Lender by the terms hereof, together with such powers as are reasonably incident thereto. Lender may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Lender and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Borrower and Guarantor agree to jointly and severally indemnify and hold harmless Lender and any other person from and against any and all costs, expenses (including fees and expenses of attorneys and paralegals (including charges of inside counsel)), claims or liability incurred by Lender or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of Lender or such person.

18. Waiver. To the fullest extent they may lawfully so agree, Borrower and Guarantor agree that they will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisal, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the enforcement hereof or the absolute sale of any part of the Collateral. Borrower and Guarantor, for themselves and all who claim through it, so far as it or they now or hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Collateral marshaled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Collateral as an entirety. Without limiting the generality of the foregoing, Borrower and Guarantor each hereby: (i) authorizes Lender in its sole discretion and without notice to or demand upon Borrower or Guarantor and without otherwise affecting the obligations of Borrower or Guarantor hereunder from time to time to take and hold other collateral (in addition to the Collateral) for payment of the Indebtedness, or any part thereof, and to exchange, enforce or release such other collateral or any part thereof and to accept and hold any

endorsement or guarantee of payment of the Indebtedness, or any part thereof and to release or substitute any endorser or guarantor or any other person granting security for or in any other way obligated upon any Indebtedness or any part thereof, and (ii) waives and releases any and all right to require Lender to collect any of the Indebtedness from any specific item or items of the Collateral or from any other party liable as guarantor or in any other manner in respect of any of the Indebtedness or from any collateral (other than the Collateral) for any of the Indebtedness.

19. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein shall have the meaning set forth in the Uniform Commercial Code in effect in the State of Illinois ("UCC"), except where the context otherwise requires. To the extent any term or provision of this Agreement conflicts with the Credit Agreement and is not dealt with more specifically herein, the Credit Agreement shall control with respect to such term or provision.

20. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Lender in respect of the Indebtedness is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or Guarantor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Borrower or Guarantor or any substantial part of their respective assets, or otherwise, all as though such payments had not been made.

21. Final Expression. This Agreement, together with the Credit Agreement, the Guaranty, and the other Agreements to which Borrower and Guarantor are a party, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

22. Survival of Provisions. All representations, warranties and covenants of Borrower and Guarantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by Borrower and Guarantor of the Indebtedness and termination of the Credit Agreement, the Guaranty and the Agreements.

23. Termination of Agreement. This Agreement shall terminate upon full and final payment and performance of all the Indebtedness and termination of each Agreement. At such time, Lender shall, at the request of Borrower, reassign and redeliver to Borrower and Guarantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by Lender in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Lender, except as to the absence of any prior assignments by Lender of its interest in the Collateral, and shall be at the expense of Borrower.

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

25. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

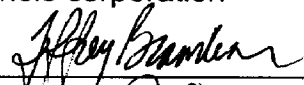
(a) THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, INCLUDING THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF ILLINOIS.

(b) BORROWER, GUARANTOR AND LENDER ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE RIGHT MAY BE WAIVED. EACH OF BORROWER, GUARANTOR AND LENDER EACH KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND WITHOUT COERCION, WAIVE ALL RIGHTS TO TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER LENDER NOR BORROWER, NOR GUARANTOR SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTY STATING THAT THIS WAIVER HAS BEEN GIVEN UP.


(c) BORROWER AND GUARANTOR AGREE THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE BROUGHT IN ANY COURT OF THE UNITED STATES OF AMERICA OR OF THE STATE OF ILLINOIS, SITTING IN OR HAVING JURISDICTION OVER THE COUNTY OF COOK, ILLINOIS AND BORROWER AND GUARANTOR HEREBY SUBMITS TO AND ACCEPTS GENERALLY AND UNCONDITIONALLY THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS WITH RESPECT TO ITS PERSON AND PROPERTY AND IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING BY MAILING SUCH SERVICE OF PROCESS (CERTIFIED OR REGISTERED, IF CAPABLE OF CERTIFICATION OR REGISTRATION) TO BORROWER OR GUARANTOR AT ITS ADDRESS SET FORTH BELOW. BORROWER AND GUARANTOR HEREBY IRREVOCABLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH SUIT OR PROCEEDING IN THE ABOVE-DESCRIBED COURTS. NOTHING IN THIS PARAGRAPH SHALL AFFECT THE RIGHT OF LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR LIMIT THE RIGHT OF LENDER TO BRING ANY SUCH ACTION OR PROCEEDING AGAINST BORROWER OR GUARANTOR OR THEIR RESPECTIVE PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION. BORROWER AND GUARANTOR IRREVOCABLY AND GENERALLY CONSENT IN RESPECT OF ANY PROCEEDINGS TO THE GIVING OF ANY RELIEF OR THE ISSUE OF ANY PROCESS IN CONNECTION WITH THOSE PROCEEDINGS INCLUDING, WITHOUT LIMITATION, THE MAKING, ENFORCEMENT OR EXECUTION AGAINST ANY ASSETS WHATSOEVER OF ANY ORDER OR JUDGMENT WHICH MAY BE MADE OR GIVEN IN THOSE PROCEEDINGS.

IN WITNESS WHEREOF, Borrower and Guarantor have duly executed and delivered this Agreement as of the day and year first above written.

Brandess-Kalt-Aetna Group, Inc.
an Illinois corporation

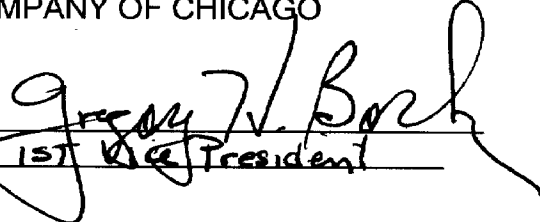
By 
Its CEO

Acufine, Inc.,
an Illinois corporation

By 
Its CEO

By acceptance hereof as of this 17 th day of August, 1999, Lender agrees to be bound by the provisions hereof.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By 
Its 1st Vice President

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Dated as of August 17, 1999

Trademarks Owned By Brandess-Kalt-Aetna Group, Inc. and Acufine, Inc.

<u>TRADE MARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
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See Attached Schedule "A-1"

SCHEDULE A 1

MARK	STATUS	SERIAL NO. OR REG. NO. AND REG. DATE	SECTIONS 8 & 15 FILING DEADLINE	RENEWAL FILING DEADLINE	COMMENTS
EXCALIBUR	Registered	2,198,184 10/20/1998	10/20/2004	10/20/2008	Section 8 & 15 Affidavit due 10/20/2004.
HEICO	Registered	1,760,879 3/30/1991	Previously filed.	3/30/2003	Renewal Application is due 3/30/2003.
LLC 90	Registered	1,447,066 7/14/1987	Previously filed.	7/14/2007	Renewal Application is due 7/14/2007.
KALT	Registered	1,129,825 1/29/1980	Previously filed.	1/29/2000	Renewal Application due 1/29/2000. Ownership must be established prior to renewal. This registration has been cancelled.
MARSHALL'S	Cancelled	1,376,768 11/4/1992	..	1/7/1996	This registration has been cancelled.
NAREN	Cancelled	1,340,406 12/21/1991	..	6/11/1995	This registration has been cancelled.
NH.S (stylized)	Registered	820,991 12/27/1966	Previously filed.	12/27/2006	Renewal Application is due 12/27/2006.
OS	Registered	1,783,757 7/27/1993	7/27/1998 - 7/27/1999	7/27/2003	Section 8 & 15 Affidavit was filed in July of 1999. Renewal Application is due 7/27/2003.
PBBMA-WASH	Registered	611,288 8/30/1955	Previously filed.	8/30/2015	Renewal Application is due 8/30/2015.
ROKUNAR	Renewed	8/30/1995			
	Registered	1,157,134 6/9/1981	Previously filed.	6/9/2001	Renewal Application due 6/9/2001.
SOLAROL	Cancelled	1,038,068 1/27/1997	..	4/20/1996	This registration has been cancelled.
SP STUDIO SYSTEMS	Abandoned	1,764,214 4/13/1993	4/13/1998 - 4/13/1999	11/13/2002 - 4/13/2003	This mark was inadvertently abandoned and re-filed, as noted below
SP STUDIO SYSTEMS	Pending	757701197	Pending application.
STRATOS	Registered	2,249,310 6/11/1999	6/11/2005	6/11/2009	Section 8 & 15 Affidavit is due 6/11/2005.
VIS	Registered	861,042 11/26/1968	Previously filed.	11/26/2008	Renewal Application is due 11/26/2008.

FORM OF ASSIGNMENT

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of August 17, 1999 by and between Brandess-Kalt-Aetna Group, Inc. an Illinois corporation, and Acufine, Inc., an Illinois corporation, each having an office at 701 Corporate Woods Parkway, Vernon Hills, Illinois 60061 (jointly the "Assignor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, having an office at 1825 W. Lawrence Ave, 2nd Floor, Chicago Illinois 60640 ("Assignee").

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Trademark Security Agreement dated as of August 17, 1999 made by Assignor to Assignee (the "Agreement") providing that under certain conditions specified therein Assignor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled;

NOW THEREFORE, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to (a) the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due 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 thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), and (b) the goodwill of Assignor's business connected with and symbolized by the Trademarks. The Trademarks and such goodwill are collectively referred to herein as the "Collateral".

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except as set forth in the Agreement.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the

Collateral or any part thereof, be governed by and construed in accordance with the internal law of the State of Illinois.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

Brandess-Kalt-Aetna Group, Inc.
an Illinois corporation

By _____
Its _____

Acufine, Inc.,
an Illinois corporation

By _____
Its _____

SCHEDULE I

Trademarks

Trademark Registration
Number or (Application
Serial Number) _____

Registration or
(Filing Date)

See Attached Exhibit I-A

MARK	STATUS	SERIAL NO. OR REG. NO. AND REG. DATE	SECTIONS 8 & 15 FILING DEADLINE	RENEWAL FILING DEADLINE	COMMENTS
1. EXCALIBUR	Registered	2,198,184 10/20/1998	10/20/2004	10/20/2008	Section 8 & 15 Affidavit due 10/20/2004.
2. HEICO	Registered	1,760,879 3/30/1991	Previously Filed.	3/30/2003	Renewal Application is due 3/30/2003.
3. LLC 90	Registered	1,447,066 7/14/1987	Previously Filed.	7/14/2007	Renewal Application is due 7/14/2007.
4. KALT	Registered	1,129,825 1/29/1980	Previously Filed.	1/29/2000	Renewal Application due 1/29/2000. Ownership must be established prior to renewal. This registration has been cancelled.
5. MARSHALL'S	Cancelled	1,376,768 11/4/1992	..	1/7/1996	This registration has been cancelled.
6. NAREN	Cancelled	1,340,406 12/21/1991	..	6/11/1995	This registration has been cancelled.
7. NH-5 (stylized)	Registered	820,991 12/27/1966	Previously Filed.	12/27/2006	Renewal Application is due 12/27/2006.
8. OS	Registered	1,783,757 7/27/1991	7/27/1998 7/27/1999	7/27/2003	Section 8 & 15 Affidavit was filed in July of 1999. Renewal Application is due 7/27/2003.
9. PERMA-WASH	Registered	611,288 8/30/1955	Previously Filed.	8/30/2015	Renewal Application is due 8/30/2015.
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11. SOLAROL	Cancelled	1,038,068 1/27/1997	..	4/20/1996	This registration has been cancelled.
12. SP STUDIO SYSTEMS	Abandoned	1,764,214 4/13/1991	4/13/1998 4/13/1999	11/13/2002 4/13/2003	This mark was inadvertently abandoned and re-filed, as noted below.
13. SP STUDIO SYSTEMS	Pending	75701197	Pending application.
14. STRATOS	Registered	2,249,310 6/1/1999	6/1/2005	6/1/2009	Section 8 & 15 Affidavit is due 6/1/2005.
15. VLS	Registered	861,042 11/26/1968	Previously Filed.	11/26/2008	Renewal Application is due 11/26/2008.

Sent BY: Jolivet & Templar, P. C.; 312 419 0705; Aug-11-99 3:05PM; Page 2/2