

09-23-1999



U.S. DEPARTMENT OF COMMERCE

SHEET

Patent and Trademark Office
Docket No. 07555/3

101152283

TRADEMARKS ONLY

9-17-99

1999 SEP 17 AM 11:20

To the Commissioner of Patents and Trademarks, Please send the attached original documents or copy thereof.

1. Name of conveying party(ies):
THE ARGEN CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: **California** Other

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

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

Name: **SANWA BANK CALIFORNIA**
Internal Address:
Street Address: **15165 VENTURA BOULEVARD, SUITE 445**
City: **SHERMAN OAKS** State: **CALIFORNIA** ZIP: **91403**

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: **California Banking Corporation**

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **JULY 30, 1999**

4.A. Trademark Application No.(s)

75/422,712

B. Registration No.(s)

1,645,783 1,316,499
1,644,221 2,249,067
1,693,941 1,702,803
1,643,319 1,698,748

Additional numbers attached? * Yes No

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

Charlotte Y. Chen
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and trademark registrations involved: **9**

7. Total fee (37 C.F.R. § 3.41): **\$240.00**

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket _____

8. Deposit account number: **03-1952**

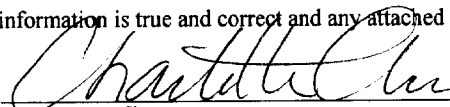
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: **Charlotte Y. Chen**


Signature

9/17/99
Date

Total number of pages comprising cover sheet, attachments and document: **7**

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

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

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01 FC:481 40.00 OP)
02 FC:482 200.00 OP)

1a-323409

TRADEMARK
REEL: 001963 FRAME: 0141

SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 30 day of July, 1999 by and between THE ARGEN CORPORATION, a California corporation ("Borrower"), and SANWA BANK CALIFORNIA, a national banking association, as administrative agent (in such capacity, the "Agent") for itself and the Lenders under (and as that term and capitalized terms not otherwise defined herein are defined in) that certain Credit Agreement dated as of July 30, 1999 by and among Borrower, the Agent, the L/C Issuing Bank, the FX Lender and the Lenders from time to time party thereto (as amended, extended and replaced from time to time, the "Credit Agreement").

RECITALS

A. Pursuant to that certain Security and Collateral Agency Agreement dated as of even date herewith between Borrower and the Agent (the "Security Agreement"), Borrower has granted to the Agent a first priority perfected security interest in certain assets of Borrower, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Borrower or used in Borrower's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Borrower hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Borrower, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof

throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or the Agent for past, present and future infringements of any of the foregoing;

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Agent in writing of any additional trademarks registered with the PTO of which Borrower becomes the owner and to amend Schedule I accordingly.


3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Borrower Obligations, the rights of the Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the


Security Agreement, the terms and conditions of which are incorporated herein by this reference.

EXECUTED as of the day and year first above written.

THE ARGEN CORPORATION, a California corporation

By: 
Name: Neil Wainstein
Title: Financial Director

SANWA BANK CALIFORNIA,
as Agent

By: 
Name: Robert A. Jondall
Title: Vice President

IRREVOCABLE POWER OF ATTORNEY

THE ARGEN CORPORATION, a California corporation, located at 5855 Oberlin Drive, San Diego, CA 92121 ("Borrower") hereby grants to SANWA BANK CALIFORNIA, as agent ("Agent"), an exclusive Irrevocable Power of Attorney to (i) transfer trademarks and applications therefor owned by Borrower from time to time, (ii) renew, extend, and protect the foregoing, and (iii) register and record any such transfer, renewal, extension and protection, all in accordance with that certain Credit Agreement dated as of July 30, 1999 among Borrower, Agent, L/C Issuing Bank, the FX Lender and the Lenders from time to time party thereto (the "Credit Agreement" and as those terms and other capitalized terms not otherwise defined herein are defined in the Credit Agreement) and related documents.

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Secured Obligations remain outstanding (other than surviving indemnity obligations).
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life specified in Paragraph 1 above and is coupled with an interest; it is created for the benefit of the attorney in fact, Agent, rather than for Borrower.
3. This Power of Attorney is created simultaneously with the imposition of other obligations upon Borrower in favor of Agent under the Credit Agreement.
4. The Power of Attorney granted hereunder gives and grants unto said attorney in fact, Agent, full power of substitution to substitute another party for Agent in accordance with the Credit Agreement.
5. The Power of Attorney granted herein is created to secure the performance of the obligations under the Credit Agreement and the Supplemental Security Agreement (Trademarks) dated concurrently herewith of Borrower to Agent and the Lenders and shall be exercisable by Agent only after the occurrence and during the continuance of a Event of Default.

IN WITNESS WHEREOF, Borrower has caused this Irrevocable Power of Attorney to be executed by its officer thereunto duly authorized, as of July 30, 1999.

THE ARGEN CORPORATION, a California corporation

By: 

Name: Neil Wornstein

Title: Financial Director

List of Trademarks

<u>Trademark Name</u>	<u>Application/Registration Number</u>
"A" (Stylized)	1,645,783
ARGEDENT	1,644,221
ARGELITE	1,693,941
ARGENCO	1,643,319
ARGOLITE	1,316,499
ARGEN	2,249,067
GOLDTECH BIO 2000	75/422,712
MONOGRAM	1,702,803
SELECT	1,698,748