



## TRADEMARK COLLATERAL AGREEMENT

This 29<sup>th</sup> day of February, 2000, Summit Coating Technologies LLC, an Illinois limited liability company ("*Debtor*") with its principal place of business and mailing address at 940 Industrial Drive, Elmhurst, Illinois 60126, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to American National Bank and Trust Company of Chicago, a national bank with its mailing address at 133 West Grand Avenue, Bensenville, Illinois 60101, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Advance Dial Company, and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

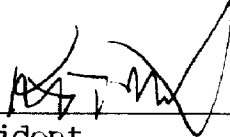
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

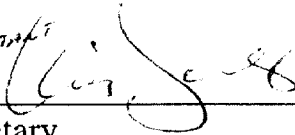
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SUMMIT COATING TECHNOLOGIES LLC

(CORPORATE SEAL)

By   
Its President


ATTEST:

*ASSISTANT*   
Its Secretary

Kenneth T. Honsik  
(Type or Print Name)

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

Chris James  
(Type or Print Name)

By   
Its Vice President

Thomas J. Zipparro  
(Type or Print Name)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, Diana M. Glatchak, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth Honsik, President of Summit Coating Technologies LLC, an Illinois limited liability company, and Christopher James, Assistant Secretary of said company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22nd day of February, 2000.

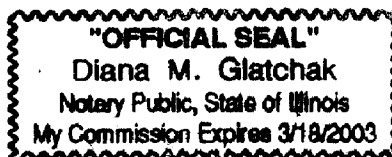
(NOTARIAL SEAL)

Diana M. Glatchak  
Notary Public

My Commission Expires:

Diana M. Glatchak  
(Type or Print Name)

March 18, 2003



**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>REG. NO.</b>	<b>GRANTED</b>
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Trademark "Summet" filed on March 16, 1998 with the U.S. Patent and Trademark Office as Serial # 75/450374

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>
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NONE

**COMMON LAW MARKS AND TRADE NAMES**

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

NONE

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

NONE

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE