

05-17-2000

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

FORM RECEIVED



APR 21 AM 9:56

101359670

4/21/00 OPR/FINANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
03/01/00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Brotech Corp.

03/01/00

Formerly \_\_\_\_\_

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

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Capital Corporation

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 200 Glastonbury Blvd.

Address (line 2) \_\_\_\_\_

Address (line 3) Glastonbury

City

Connecticut

State/Country

06033

Zip Code

- Individual  General Partnership  Limited Partnership  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)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Rhode Island

05/16/2000 DNGUYEN 00000114 022555 75330115

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 150.00 CH

Public burden reporting for this collection of information is estimated to average approximately 10 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: 002074 FRAME: 0874

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: (215) 569-5798

Name: Michael J. Smith, Esquire

Address (line 1): BLANK ROME COMISKY & McCAULEY LLP

Address (line 2): One Logan Square

Address (line 3): Philadelphia, PA 19103

Address (line 4): \_\_\_\_\_

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

# 14

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)

75/330,115			1,275,661	1,439,714	
			1,996,863	1,989,155	1,987,612
			2,184,625		

Number of Properties

Enter the total number of properties involved.

# 7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

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:

# 02-2555

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.

Michael Smith

Name of Person Signing



Signature

4/21/2000

Date Signed

# TRADEMARK SECURITY AGREEMENT

(United States Trademarks)

This Trademark Security Agreement ("Agreement") is made this 1st day of March, 2000, 2000, by **Brotech Corp.** ("Grantor"), a Delaware corporation with its chief executive office at 150 Monument Road, Bala Cynwyd, Pennsylvania 19004, and delivered to **Fleet Capital Corporation**, a Rhode Island corporation having a mailing address at 200 Glastonbury Blvd., Glastonbury, CT 06033 ("Lender").

## BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith between Grantor, Purolite International Limited ("Purolite"), Purolite Global Sales Limited ("Global"), Bro-Tech Ltd. ("Bro-Tech UK" and, together with Purolite and Global, "UK Borrowers"), Purolite (Deutschland) GmbH ("German Borrower" and, together with Grantor and UK Borrowers, the "Borrowers") and Lender (as it may hereafter be amended, supplemented or replaced, the "Loan Agreement"), pursuant to which, *inter alia*, Grantor is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to products leased or sold or services provided under Borrower's trademarks and the goodwill associated therewith as security for the payment and performance of all the Obligations (as defined in the Loan Agreement) of all the Borrowers under the Loan Documents, and under which Lender is entitled to foreclose or otherwise deal with such assets, trademarks, service marks and tradenames under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Grantor owns, has adopted, used and is using (i) the trademarks, servicemarks and tradenames set forth on **Schedule A** attached hereto (all such marks or names hereinafter referred to as the "Schedule A Trademarks") and (ii) the applications for registration of trademarks, servicemarks and tradenames described and claimed therein set forth on **Schedule A** attached hereto and any trademarks, servicemarks and tradenames which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"). In conjunction with the Schedule A Trademarks and Applications, Grantor may use or adopt any reissues, extensions, divisions or continuations of the Trademarks or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Trademarks"). Furthermore, Grantor has the right under certain license agreements between Grantor and licensors set forth on **Schedule B** hereto (collectively, the "License Agreement") to use certain trademarks, servicemarks and tradenames therein described and further set forth on **Schedule B** hereto (all such marks and names hereinafter referred to as the "Schedule B Trademarks"). The Schedule A Trademarks and all of Grantor's rights under the License Agreement, including without limitation, the right to use the Schedule B Trademarks, are herein referred to collectively as the "Trademark Rights".

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, security interest in, and license to use (which license is conditioned upon the occurrence and continuance of an Event of Default) the Trademark Collateral (as herein defined) and the registration thereof, together with

all the goodwill of Grantor associated therewith and represented thereby, as security for all of the Obligations, and Lender desires to have its security interest in such Trademark Collateral confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

D. The parties hereto acknowledge that Grantor has previously granted a lien upon and security interest in the Trademark Collateral (as defined herein) to GECC in order to secure the GECC Loans and, pursuant to a certain Intercreditor and Subordination Agreement and certain related agreements of even date herewith by and among GECC, the lenders under the GECC Loans, Grantor and Lender, such lien and security interest of GECC is junior to the lien and security interest granted to Lender as herein described.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the payment and performance of all the Obligations of all Borrowers under the Loan Documents, Grantor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Trademark Rights, together with all the goodwill of Grantor associated with and represented by the Trademark Collateral and the registration thereof, and all proceeds of any of the foregoing, including, without limitation, license royalties and all Grantor's right, title, interest, claims and demands that Grantor has or may have in proceeds and damages for past, present and future infringements of the Trademark Rights (such rights, interest, claims and demand being herein called the "Trademark Claims") (the Trademark Rights and Trademark Claims are collectively referred to as the "Trademark Collateral").

2. Grantor hereby covenants and agrees to maintain the Trademark Collateral in full force and effect and otherwise perform all of its obligations and undertakings under this Agreement until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement has been terminated.

3. Grantor represents, warrants and covenants to Lender that:

(a) Each of the Schedule A Trademarks and Applications listed on **Schedule A** constitute all such trademarks and applications owned by Grantor as of the date hereof. Each of the License Agreements and Schedule B Trademarks listed on **Schedule B** constitute all such trademarks licensed by Grantor as of the date hereof;

(b) All of the Trademark Collateral is subsisting, valid and enforceable;

(c) Grantor is the sole and exclusive owner of the entire and, except with respect to Permitted Liens, unencumbered right, title and interest in and to the Trademark Collateral (excepting the Schedule B Trademarks, but including the Grantor's rights under the License

Agreement). Except for Liens permitted under Section 8.2.5 of the Loan Agreement, all of the Trademark Collateral (excepting the Schedule B Trademarks, but including the Grantor's rights under the License Agreement) is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, options, and covenants by Grantor not to sue third persons;

(d) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademark Collateral;

(e) Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Grantor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, and any other applicable statutes, rules and regulations in connection with its use of the Trademark Collateral; and

(g) Grantor has used and will continue to use for the duration of this Agreement consistent standards of quality in services or products leased or sold under the Trademark Collateral, and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Grantor's affiliates, franchises or management locations and to inspect the use of the Trademark Collateral and quality control records relating thereto at reasonable times during regular business hours to ensure Grantor's compliance with this paragraph 3(g).

4. Grantor further covenants that:

(a) Until all of the Obligations have been indefeasibly paid and satisfied in full and the Revolving Credit Facility has been terminated, Grantor will not enter into any agreement which is inconsistent with Grantor's obligations under this Agreement or which restrict or impair Lender's rights, interests or priorities hereunder.

(b) If, before the Obligations shall have been indefeasibly paid and satisfied in full and the Revolving Credit Facility shall have been terminated, Grantor acquires ownership rights to any trademarks, servicemarks and tradenames not listed on **Schedule A** as of the date hereof, the provisions of this Agreement shall automatically apply thereto and such Trademark Collateral shall be deemed part of the Trademark Collateral. Grantor shall give Lender prompt written notice thereof along with an amended **Schedule A**. Furthermore, if Grantor acquires rights as a licensee to any new trademarks, servicemarks and tradenames not listed on **Schedule B** as of the date hereof, the provisions of this Agreement shall automatically apply thereto and such trademarks, servicemarks and/or tradenames shall be deemed part of the Schedule B Trademarks, and any license agreement pursuant to which Grantor acquires such rights shall be deemed to be included in the definition of "License Agreement." Grantor shall give Lender written notice promptly upon its first use thereof along with an amended **Schedule B**.

5. So long as this Agreement is in effect and so long as Grantor has not received notice from Lender that an Event of Default has occurred and is continuing under the Loan Agreement and that Lender has elected to exercise its rights hereunder (i) Grantor shall continue to have the right

to use the Trademark Collateral; and (ii) Lender shall have no right to use the Trademark Collateral or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademark Collateral to anyone else.

6. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademark Collateral to any entity or person other than a Borrower without the prior written consent of Lender or as may be expressly permitted under the Loan Agreement.

7. Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Loan Agreement, Grantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State whose law governs the interpretation of the Loan Documents, may take such action permitted under the Loan Documents, hereunder or under any law, in its exclusive discretion, to foreclose upon the Trademark Collateral covered hereby. For such purposes, Grantor hereby authorizes and empowers Lender, its successors and assigns to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark Collateral or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else including, without limitation, the power to execute a Trademark Collateral assignment in the form attached hereto as **Exhibit I**. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all of the Obligations of all of the Borrowers are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between the language contained in this Agreement and the language contained in the Loan Agreement as such language pertains to the Trademark Collateral, the language of this Agreement shall control.

10. Upon Borrowers' performance of all of the obligations under the Loan Documents, the full, indefeasible and unconditional satisfaction of all of the Obligations and termination of the Revolving Credit Facility, Lender shall execute and deliver to Grantor all documents reasonably necessary to terminate Lender's security interest in the Trademark Collateral.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the negotiation, preparation and review of this Agreement and all other documents relating hereto (including without limitation, any amendments, modifications or supplements hereto) and the consummation of this transaction, the filing or recording of any documents (including all taxes in

connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantor on demand by Lender and until so paid shall be added to the principal amount of the Obligations to Lender and shall bear interest at the highest rate applicable to Revolving Credit Loans from time to time under the Loan Agreement.

12. Subject to the terms of the Loan Agreement, until the Obligations shall have been satisfied in full, Grantor shall (a) diligently and promptly prosecute any application with respect to the Trademark Collateral (other than the Schedule B Trademarks or any applications relating thereto) pending as of the date of this Agreement or thereafter, (b) preserve and maintain all rights in the Trademark Collateral and, upon reasonable request of Lender, Grantor shall make federal application regarding Trademark Collateral belonging to Grantor or licensed to Grantor. To the extent that Grantor has the duty or right to make any applications under the License Agreement, Grantor shall have the same duties with respect to the Schedule B Trademarks as stated in the previous sentence. Any expenses incurred in connection with such applications shall be borne exclusively by Grantor. Grantor shall not abandon any Trademark Collateral without the prior written consent of the Lender, which consent shall not be unreasonably withheld.

13. Grantor shall have the right to bring suit in its own name to enforce its Trademark Rights and Trademark Claims, in which event Lender may, if Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement or hereunder, Lender may, without any obligation to do so, complete any obligation of Grantor hereunder, in Grantor's name or in Lender's name, but at the expense of Grantor, and Grantor hereby agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, all reasonable attorneys' fees incurred by Lender in protecting, defending and maintaining the Trademark Collateral.

15. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereunder or under any of the Loan Documents, or under any other future agreements between Grantor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws.

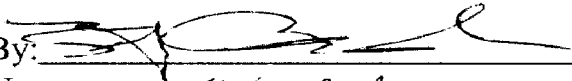
19. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

20. GRANTOR AND LENDER EACH WAIVES ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL ARISING IN CONNECTION WITH ANY PROCEEDING OR CONTROVERSY RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN GRANTOR AND LENDER.

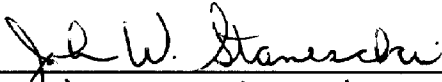


IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

**BROTECH CORP.**

By:   
Name: Stefan Brodie  
Title: President

**FLEET CAPITAL CORPORATION**

By:   
Name: John W. Staneski  
Title: Vice President

K:\ROTENBERG\Fleet\Brotech\Final Docs\Trademark (Brotech)-FINAL.wpd

SCHEDULE A

OWNER: BROTECH CORP.

<u>TRADEMARKS</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE (or filing date if application pending)</u>	<u>COUNTRY</u>
PUROLITE	1,275,661	May 1, 1984	USA
MICROLITE	1,439,714	May 19, 1987	USA
PUROFINE	1,757,507	March 9, 1993	USA
HYPERSOL-MACRONET	1,996,863	August 27, 1996	USA
PURODEX	1,989,155	July 23, 1996	USA
PURODINE	1,987,612	July 16, 1996	USA
PUROLITE (IN JAPAN)	3,262,537	February 24, 1997	Japan
PUROLITE (IN TAIWAN)	703816	February 28, 1996	Taiwan
PUROLITE (IN CHINA)	95094326	January 18, 1995	China
FLOROLITE	SN 75/330/115	July 24, 1997	USA
PUROPACK	2,184,625	August 25, 1998	USA

PUROLITE	N/A	October 22, 1997	Brazil
PUROLITE	N/A	N/A	Mexico
MICROLITE	N/A	N/A	Mexico
HYPERSOL-MACRONET	N/A	N/A	Mexico
PUROFINE	N/A	N/A	Mexico
PUROPACK	N/A	N/A	Mexico

The following six are French registrations

SUPER GEL	1,394,857	October 22, 1997	France
CONTILITE	1,423,839	August 20, 1987	France
DOUBLITE	1,423,843	August 20, 1987	France
FLUIDLITE	1,423,840	August 20, 1987	France
PUROFINE	1,553,877	October 4, 1989	France
TRILITE	1,423,838	August 20, 1987	France

**SCHEDULE B**

None.

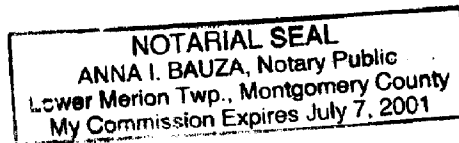
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Montgomery : SS  
COUNTY OF Philadelphia :

On this 14th day of March before me personally appeared Jedyn Shetty to me known and being duly sworn, deposes and says that s/he is President of **Brotech Corp.**; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Anna I. Bauza  
Notary Public

My Commission Expires:



**Exhibit I**

**TRADEMARK ASSIGNMENT**

WHEREAS, **Brotech Corp.**, a Delaware corporation ("Grantor") is the registered owner of: (i) the trademarks, servicemarks and tradenames, described and claimed therein set forth on **Schedule A** hereto (hereinafter referred to collectively as the "Trademarks"); (ii) the applications for trademarks, servicemarks and tradenames described and claimed therein set forth on **Schedule A** hereto and any trademarks, servicemarks and tradenames which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"), which are registered with the United States Patent and Trademark Office.

WHEREAS, in conjunction with the Trademarks and Applications, [Grantor may use or adopt any reissues, extensions, divisions or continuations of the Trademarks or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Trademarks")]; may be entitled to all future royalties or other fees paid or payments made to Grantor in respect of the Trademarks (hereinafter referred to collectively as the "Royalties"), (the Trademarks, Applications and the Reissued Trademarks and the Royalties being herein referred to collectively as the "Trademark Rights") and may be entitled to profits and damages for past and future infringements of the Trademark Rights (such rights, interest, claims and demand being herein called the "Trademark Claims") (the Trademarks Right and Trademark Claims are collectively referred to as the "Trademark Collateral").

WHEREAS, \_\_\_\_\_ ("Grantee") having a place of business at \_\_\_\_\_ is desirous of acquiring said Trademarks Collateral;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademark Collateral and all proceeds thereof and all goodwill associated therewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Trademark Assignment is recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BROTECH CORP.**

By: \_\_\_\_\_  
As Attorney-in-fact

STATE OF :  
 : SS  
COUNTY OF :

On this     day of     ,     before me, a Notary Public for the said County and State, personally appeared known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **Brotech Corp.** (“Grantor”) and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**POWER OF ATTORNEY**

**Brotech Corp.**, a Delaware corporation ("Grantor"), hereby authorizes **Fleet Capital Corporation**, its successors and assigns, and any officer or agent thereof (collectively, "Lender") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under a certain Trademark Security Agreement (United States Trademarks) between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademark Collateral (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral.

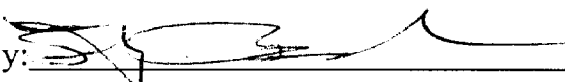
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Lender as it may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 4 day of March, 2000.

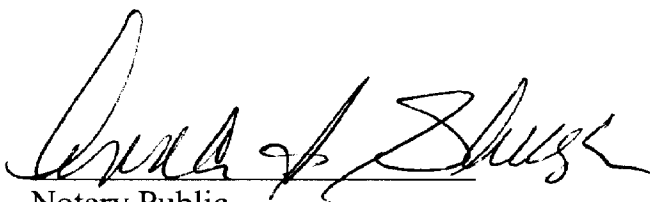
**BROTECH CORP.**

By:   
Name: Stefan Brodie  
Title: President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Montgomery : SS  
COUNTY OF Philadelphia

On this 24 day of February, before me personally appeared Stephany Brodie, to me known and being duly sworn, deposes and says that s/he is President of **Brotech Corp.**, the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
ANNA I. BAUZA, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires July 7, 2001