



## TRADEMARK SECURITY AGREEMENT

WHEREAS, Convergent Label Technology, Inc., a Florida corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, Woodside Industries, Inc., a Florida corporation ("Woodside"), B.C.E. Technologies, Inc., a Delaware corporation ("B.C.E."), CLT Holdings, Inc., a Delaware corporation ("Holdings"), National City Bank, certain other lenders and BHF (USA) Capital Corporation, as Lender, Administrative Agent and Arranger for such lenders (the "Lenders") are parties to a Credit Agreement, dated as of March 7, 2000, (as amended, supplemented otherwise or modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Woodside, B.C.E., Holdings and BHF (USA) Capital Corporation, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee for the ratable benefits of the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark

Collateral 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.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7<sup>th</sup> day of March, 2000.

CONVERGENT LABEL TECHNOLOGY, INC.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

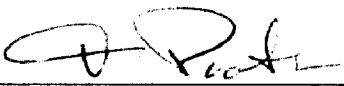
BHF (USA) CAPITAL CORPORATION,  
as Collateral Agent

By: Stephen B. Shelton  
Name: Stephen B. Shelton  
Title: Vice President

By: Maria C. Levy  
Name: Maria C. Levy  
Title: Associate

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7<sup>th</sup> day of March, 2000.

CONVERGENT LABEL TECHNOLOGY, INC.  
as Grantor

By:   
Name: TOM POOTON  
Title: PRES & CEO

Acknowledged:

BHF (USA) CAPITAL CORPORATION,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Stephen B. Shelton  
Title: Vice President

By: \_\_\_\_\_  
Name: Maria C. Levy  
Title: Associate

Schedule 1 to Trademark Security Agreement (Convergent)

<u>Mark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
ACCU-ZONE	Registered	1,858,165	10/11/94	U.S. Federal
ULTRASCRIPT	Registered	2,267,108	8/3/99	U.S. Federal