FORM PTO-1594 (Modified) REC Docket No.: 05-23-2000 (Rev. 6-93) CMB No. 0651-0011 (exp.4/94) 4229-G-12 Copyright 1994-97 LegalStar TM05/REV03 Tab settings → → 101364838 To the Honorable Commissioner of Patents a ed original documents or copy thereof. 4.7800 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: BHF (USA) Capital Corp. Convergent Label Technology, Inc. Internal Address: (As collateral agent) Street Address: 590 Madison Ave. Individual(s) Association ☐ General Partnership City: New York State: NY ZIP: 10022 Corporation-State Florida ☐ Other Individual(s) citizenship Association ☐ Yes 🗷 No Additional names(s) of conveying party(ies) General Partnership 3. Nature of conveyance: □ Limited Partnership ■ Corporation-State Delaware ☐ Assignment ☐ Merger Security Agreement ☐ Change of Name ☐ Other ☐ Other ____ If assignee is not domiciled in the United States: a domestic representative designation is attached: TOPYesi □ N Execution Date: March 7, 2000 (Designations must be a separate document from Additional name(s) & address(es) 4. Application number(s) or registration numbers(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,858,165 2,267,108 Additional numbers attached?
Yes No 6. Total number of applications and 5. Name and address of party to whom correspondence registrations involved:..... concerning document should be mailed: Name: Ronald E. Brown 7. Total fee (37 CFR 3.41):....\$ \$65,00 Internal Address: Pitney, Hardin, Kipp & Szuch LLP Enclosed Authorized to be charged to deposit account 8. Deposit account number: Street Address: 711 Third Avenue 20th Floor 50-1145 Order No. 504229.090187 State: <u>NY</u> ZIP: <u>10017</u> City: New York DO NOT USE THIS SPACE 5/22/2000 DNGUYEN 00000159 501145 1858165 40.00 CH 01 FC:481 25.00 CH 2 FC:482 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. Ronald E. Brown Name of Person Signing

Total number of pages including cover sheet, attachments, and

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Convergent Label Technology, Inc., a Florida corporation (herein referred to as "<u>Grantor</u>"), 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 "<u>Trademark Collateral</u>"), 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

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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.

* * * * * * * *

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> TRADEMARK REEL: 002076 FRAME: 0890

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the $\frac{2^{1/3}}{2^{1/3}}$ day of March, 2000.

CONVERGENT LABEL TECHNOLOGY, INC. as Grantor

By: _____

Name: Title:

Acknowledged:

BHF (USA) CAPITAL CORPORATION, as Collateral Agent

Name: Stephen B. Shelton

Title: Vice President

Name: Maria

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 $\frac{1}{2}$ day of March, 2000.

CONVERGENT LABEL TECHNOLOGY, INC. as Grantor

By:	: Vict						
	Name:	Tom	POOTON				
	Title:	PRES	E (EO				

Acknowledged:

BHF (USA) CAPITAL CORPORATION, as Collateral Agent

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

By: Name: Maria C. Levy
Title: Associate

Schedule 1 to Trademark Security Agreement (Convergent)

<u>Mark</u>	<u>Status</u>	Registration No.	Registration Date	<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

TRADEMARK
RECORDED: 04/28/2000 REEL: 002076 FRAME: 0893