

RECORDED
TRADEMARK

05-23-2000

Docket No.:
4229-G-12



101383142

Tab settings

4-28-00

To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies): NOV APR 28 AM 9:38

Woodside Industries, Inc.

OPR/FINANCE

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: BHF (USA) Capital Corp.

Internal Address: (As collateral agent)

Street Address: 590 Madison Ave.

City: New York State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement (Subordinated)
- Other
- Merger
- Change of Name

Execution Date: March 7, 2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,957,891

Additional numbers attached? Yes No

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

Name: Ronald E. Brown

Internal Address: Pitney, Hardin, Kipp & Szuch LLP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1145 Order No. 504229.090187

05/22/2000 DNGUYEN 00000164 501145 1957891

DO NOT USE THIS SPACE

01 FC:481 40.00 CH

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

Ronald E. Brown
Signature

April 23, 2000
Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

REEL: 002076 FRAME: 0986

SUBORDINATED TRADEMARK SECURITY AGREEMENT

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

WHEREAS, pursuant to the terms of the Subordinated Security Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Convergent, 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 Loan 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 benefit 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 Subordinated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of March, 2000.

WOODSIDE INDUSTRIES, 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 Subordinated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of March, 2000.

WOODSIDE INDUSTRIES, INC.
as Grantor

By: 
Name: TDM 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

STATE OF Missouri)
COUNTY OF Jackson)

SS.:

On the 3 day of March, 2000, before me personally came Tom Patton, to me personally known to me the person described in and who executed the foregoing instrument as Pres & CEO of Woodside Industries, Inc., who being by me duly sworn, did depose and say that he is a Pres & CEO of Woodside Industries, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Frances M. Hall
Notary Public

[Seal] FRANCES M. HALL
Notary Public - Notary Seal
STATE OF MISSOURI
My commission expires
Jackson County
My Commission Expires: March 1, 2003

Schedule 1 to Subordinated Trademark Security Agreement (Woodside)

<u>Title</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
W and Design	Registered	1,957,891	2/20/96	U.S. Federal