

09-01-2000

FORM PTO-1594 (REV. 6-93) OMB No. 0621-0011 (exp. 4/94)

NRD 7-6-00

RECORD/ TRJ



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101448129

Tab settings

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

1. Name of conveying party(ies):

GNA Acquisition Corp.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: June 16, 2000

2. Name and address of receiving party(ies)

Name: Banc of America Commercial Finance Corporation, as Agent
Internal Address:

Street Address: 187 Danbury Road

City: Wilton State: CT ZIP: 06897

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75-738263
75-901998
75-567214

B. Trademark Registration No.(s)

2284028

Additional numbers attached? Yes No

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

Name: Kristien Kelly

Internal Address: Davis Polk & Wardwell
Room 2324A

Street Address: 450 Lexington Ave.

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/31/2000 NTHA11 00000101 75738263

DO NOT USE THIS SPACE

01 FC:481 40.00
02 FC:482 75.00

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.

Kristien Kelly
Name of Person Signing

Kristien Kelly
Signature

000097396
NTHA11
08/31/2000

6/30/00
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002128 FRAME: 0463

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)

WHEREAS, GNA ACQUISITION CORP., a Delaware corporation (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, GNA Holdings Corp., certain lenders and Banc of America Commercial Finance Corporation, as Agent, are parties to a Credit Agreement dated as of June 16, 2000 (as the same may be amended and in effect from time to time among said parties and such lenders (the "**Lenders**") as may from time to time be parties thereto, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 16, 2000 (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**") among Grantor and Banc of America Commercial Finance Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured 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, to secure its Secured Obligations, 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 Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

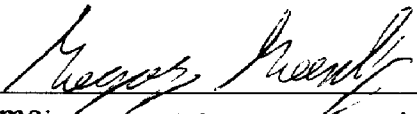
Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing 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.

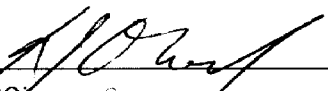
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

GNA ACQUISITION CORP.

By: 
Name: GREGORY GREENBERG
Title: VICE PRESIDENT

Acknowledged:

BANC OF AMERICA COMMERCIAL FINANCE CORPORATION,
as Agent

By: 
Name: RICHARD O'NEILL
Title: VICE PRESIDENT

STATE OF)
) : ss.:
COUNTY OF)

On the 16th day of June, 2000 before me personally came GREGORY GREENBERG, to me personally known and known to me to be the person described in and who executed the foregoing instrument as VICE PRESIDENT of GNA ACQUISITION CORP., who being by me duly sworn, did depose and say that he resides at _____; that he is VICE PRESIDENT of GNA ACQUISITION CORP., 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 sealed 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.



Notary Public

Notary Public, State of

MELANIE M. McMENAMIN
Notary Public, State of New York
No. 01MC6034062
Qualified in New York County
Commission Expires December 6, 2001

My commission expires:

**Schedule 1 to
Trademark Security Agreement**

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CTCS	2284028	5/11/99

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Date Filed</u>	<u>Serial No.</u>
FSMS	6/28/99	75-738263
CoCure	1/20/00	75-901998
Co-Cure	12/4/98	75-567214

TRADEMARK LICENSES

	<u>Agreement</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
As Licensee: Grafix North America, Inc.	Distribution and License Agreement between GRAFIX Zertaubungs-technik GmbH and Grafix Predecessor (Grafix North America, Inc.)	May 4, 2000	License of Grafix brand name and products

As Licensor: GRAFIX Zertaubungs- technik GmbH	Distribution and License Agreement between GRAFIX Zertaubungs- technik GmbH and Grafix Predecessor (Grafix North America, Inc.)	May 4, 2000	License of Grafix brand name and products
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(NY) 09170/105/SCTY/grafix.trademark.sa.wpd