

11-07-2000



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*Reverb 11.6.00*

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other <input type="text"/>	

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

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01 FC:481 40.00 OP

02 FC:482 375.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 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

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

**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)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

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.

Meredith A. Parsons

August 16, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

**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)**

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# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2000, by MOLL INDUSTRIES, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Agent for Lenders.

## WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue the Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

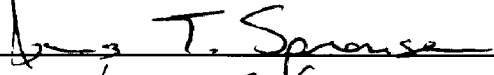
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

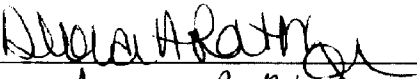
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOLL INDUSTRIES, INC.

By:   
Name: James T. Sprouse  
Title: Controller

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By:   
Name: Debra Pathberger  
Title: Vice President

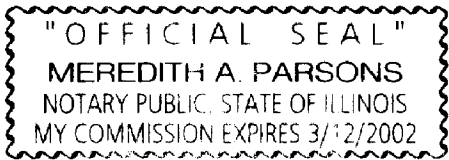
**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Illinois )  
COUNTY OF Cook ) ss.

On this 9th day of August, 2000 before me personally appeared James T. Sprouse, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mall Industries, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Meredith A. Parsons  
Notary Public

{seal}



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Mark Reg.</b>	<b>No.</b>	<b>Date</b>
	<i>SEE attached Schedule 6.12</i>	

**TRADEMARK APPLICATIONS**

*SEE attached Schedule 6.12*

**TRADEMARK LICENSES**

<b>Name of Agreement</b>	<b>Parties</b>	<b>Date of Agreement</b>
	<i>SEE attached Schedule 6.12</i>	



**Schedule 6.12**  
**Proprietary Rights**

**PATENTS ASSIGNED TO MOLL**

<b>Title</b>	<b>Country</b>	<b>Serial/Patent Number</b>	<b>Filing/Priority Date</b>	<b>Issue Date</b>	<b>Status</b>	
Brush with Self Retaining Bristles	US	4,635,313	24-Oct-85/ 16-Nov-83	13-Jul-1987	issued	
	Australia	573644		16-Jun-1988	issued	
	JP	2043313		9-Mar-1994	issued	
Apparatus and Methodology for Producing Rounded Brush Tips	US	4,998,779	26-Dec-1989	12-Mar-1991	issued	
	Japan	2891771		17-May-1999	registered	
Lipstick Case	US	D360,057	14-Mar-1994	4-Jul-1995	issued	
Braided Dental Floss	US	5,692,530	21-Sep-1995	2-Dec-1997	issued	
	Europe	96306874		20-Sep-1996	pending	
Brush for Improved Tuft Retention and Anchor Wire Therefor	US	5,740,579	12-Jun-1995	21-Apr-1998	issued	
	Argentina	337042			pending	
	Australia	718687		20-Apr-2000	issued	
	Brazil	P19611127-5			pending	
	Botswana	98/00099			pending	
	Canada	2227546			pending	
	China	96198777.4			pending	
	Colombia	96030540			pending	
	Costa Rica	5352			pending	
	Czech Republic	PV417-98			pending	
	Dominican Republic	5361			12-Nov-1997	issued
	Europe	96919363				pending
	Hungary	9901097				published
	Indonesia	P961668				pending
	Israel	118640				pending
	Japan	9-541247				pending
	South Korea	56121-417				pending
Malaysia	P19602371				pending	
Norway	1998 0396			29-Jan-1998	granted	
New Zealand	310845				published	

## PATENTS ASSIGNED TO MOLL

Title	Country	Serial/Patent Number	Filing/Priority Date	Issue Date	Status
Brush for Improved Tuft Retention and Anchor Wire Therefor (continued)	Philippines	53410			pending
	Poland	324637			pending
	Russia	98100431			pending
	Taiwan	85107502			pending
	Vietnam	S19980494			published
	South Africa	96/4994		26-Feb-1997	issued
Wax Filled Dental Floss	US	5,819,768	1-May-1997/ 21-Sep-1995	13-Oct-1998	issued
	Europe	96306874		20-Sep-1996	pending
Mechanism for Extending and Retracting a Cosmetic Pomade	US	5,851,078	17-Dec-1996	22-Dec-1998	issued
	Australia	9850930		24-Oct-1997	pending
Monofilament Nylon Dental Floss	US	5,865,197	20-May-1996	2-Feb-1999	issued
	Europe	97303381		19-May-1997	pending
Handle Configuration for Brush Production by Fusion	US	09/465,209	15-Dec-1999		pending
Apparatus and Method for Producing Brushware by Injection Molding	US	09/494,946	1-Feb-2000		pending
Method of Bristle Insertion for Brush Production	US	09/495,580	1-Feb-2000		pending
Bristle Configuration for Brush	US	29/117,953	2-Feb-2000		pending
Method and Apparatus for End-Rounding Bristles	US	09/579,745	26-May-2000		pending
Clamp For Retaining Bristle Bundles of Various Sizes	US	09/579,990	26-May-2000		pending
Rapid Prototyping Method for a Mascara Brush	US	60/209,917	6-Jun-2000		pending

## U.S. Patents Licensed to Moll

<b>Title</b>	<b>Number</b>	<b>Issue Date</b>	<b>Assignee</b>
Mascara Brush	4,733,425	29-Mar-1988	Sanderson-MacLeod, Inc.

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**TRADEMARK**  
**REEL: 002144 FRAME: 0491**

## U.S. Patents Under Which Moll Manufactures Products for Assignee

Title	Number	Issue Date	Assignee
Brush for applying mascara and container	4,927,281	22-May-1990	L'Oreal
Brush for the application of mascara to the eyelashes	4,887,622	19-Dec-1989	L'Oreal

## Trademarks Registered by Moll

Mark	Serial/Reg. No.	Filing/Reg. Date
ANCODENT (stylized letters)	612,523	20-Sep-1955
Miscellaneous Design (anchor with brush in circle)	1,114,131	27-Feb-1979
ANCHOR	1,404,994	12-Aug-1986
COMPRESSION ENGINEERING	1,949,047	16-Jan-1996
COMPRESSION	2,081,384	22-Jul-1997
C COMPRESSION (& Design)	2,162,650	2-Jun-1998
ANCHOR (CTM)	354,555	13-Jul-1998
ANCODENT (CTM)	354,522	13-Jul-1998
SMOOTH-MOVE	354,506	16-Jul-1998
MUSCLE MOLDING	75/615937	5-Jan-1999
GLOBAL ENTERPRISE MOLDING	75/315315	5-Jan-1999
GEM	75/615616	5-Jan-1999
COMPRESSION (CTM application)	001231968	2-Jul-1999
MOLL	75/793650	7-Sep-1999
MOLL INDUSTRIES	75/793651	7-Sep-1999
COMPRESSION (Canada application)	1,055,176	14-Apr-2000