

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

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### 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  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### 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 Practices. 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

**TRADEMARK**

FORM PTO-1618B  
Expires 08/30/99  
OMB 0651-0027

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

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2401173"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Anthony C. Coles

April 27, 2001

Name of Person Signing

Signature

Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of April 20, 2001, by and between EOS Corporation, a California corporation ("Company"), and Charterhouse Equity Partners III, L.P., a Delaware limited partnership ("Charterhouse"). Company hereby agrees with Charterhouse as follows:

1. Defined Terms. Terms used but not otherwise defined herein shall have the meanings assigned thereto in that Secured Loan Agreement (as the same may be amended, restated, renewed, extended, supplemented, or otherwise modified from time to time, the "Loan Agreement") or the Security Agreement, in each case, of even date herewith, between Company and Charterhouse.

2. Grant of Security Interest. Without limiting the generality of the Security Agreement, to secure the Note Obligations (as defined in the Security Agreement), Company hereby grants to Charterhouse a first priority security interest in, and conditionally assigns, but does not transfer title, to Charterhouse all of Company's right, title and interest in and to the following assets and properties (collectively, the "Collateral"):

a. all trademarks, rights and interests predictable as trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and any other designs or sources of business identifies, indicia of origin or similar devices, including without limitation, those listed on Schedule 1 attached hereto, all registrations with respect thereto, all applications with respect to the foregoing, and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated therewith, in each case whether now or hereafter existing, and all rights and interest associated with the foregoing including licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and

b. all proceeds of the foregoing.

3. Warranties and Representations. Company hereby warrants and represents to Charterhouse the following:

a. A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Company or licensed to Company is set forth on Schedule 1;

b. Each of the trademarks and trademark registrations are valid and enforceable, and Company is not presently aware of any past, present, or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

c. Company is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the trademarks and trademark registrations, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, shop rights and covenants by Company not to sue third persons;

d. Company has used and will continue to use proper statutory notice in connection with its use of each of the trademarks; and

e. Company has used, and will continue to use, consistent standards of high quality (which may be consistent with Company's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks.

4. After Acquired Trademark Rights. If Company shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Company shall give prompt notice in writing to Charterhouse with respect to any such new trademarks or renewal or extension of any trademark registration. Company shall bear any expenses incurred in connection with future applications for trademark registration.

5. Litigation and Proceedings. Company shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Company shall provide to Charterhouse any information with respect thereto reasonably requested by Charterhouse. Charterhouse shall provide at Company's expense all necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party. Following Company's becoming aware thereof, Company shall notify Charterhouse of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Company's claim of ownership in any of the trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

6. Events of Default. An Event of Default hereunder shall be deemed to have occurred and be continuing if (a) Company shall have breached any of the provisions of this Agreement or (b) an "Event of Default" shall have occurred under the Loan Agreement or any other Secured Bridge Document.

7. Specific Remedies. Upon the occurrence of any Event of Default:

a. Charterhouse may notify licensees to make royalty payments on any license or other similar agreements relating to the Collateral directly to Charterhouse.

b. Charterhouse may sell or reassign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Charterhouse deems advisable. Any requirements of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Company five (5) days prior to such disposition. Company shall be credited with the net proceeds of such sale only when they are actually received by Charterhouse, and Company shall continue to be liable for any deficiency remaining after the Collateral is sold or collected.

c. If the sale is to be a public sale, Charterhouse shall also give notice of the time and place by publishing a notice one time at least five (5) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held.

d. To the maximum extent permitted by applicable law, Charterhouse may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the obligations owned by Company to Charterhouse as a credit on account of the purchase price of any Collateral payable to Charterhouse at such sale.

e. Charterhouse may exercise any and all other rights and remedies available to it as a secured party under applicable law or the Uniform Commercial Code regardless of whether any part of the Collateral is subject to the Uniform Commercial Code, and may exercise any rights and remedies available to it under the Loan Agreement or any other Secured Loan Document as the result of such Event of Default as if the Collateral hereunder were Collateral under the Loan Agreement or any other Secured Loan Document.

8. **Assignment.** All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Company may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of Charterhouse. **CHARTERHOUSE RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.** Without limiting the generality of the foregoing, Charterhouse may from time to time grant participations in all or any part of the obligations of Company hereunder or any other Secured Bridge Document to any Person on such terms and conditions as may be determined by Charterhouse in its sole and absolute discretion, provided that the grant of such participation shall not relieve Charterhouse of its obligations hereunder nor create any additional obligation of Company.

9. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE**

WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. COMPANY HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN CHARTERHOUSE AND COMPANY BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN CHARTERHOUSE AND COMPANY SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, HAVING JURISDICTION UNLESS CHARTERHOUSE SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

10. WAIVERS. EACH OF COMPANY AND CHARTERHOUSE HEREBY (A) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH; (B) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (C) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; (D) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

11. Notices. All notices, requests, consent, demands and other communications required or permitted under this Agreement shall be in writing and, unless otherwise specifically provided in such Agreement, shall be deemed sufficiently given or furnished if delivered by personal delivery, by telegram or telex, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified below (unless changed by similar notice in

writing given by the particular party whose address is to be changed). Any such notice or communications shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram or telex, upon receipt.

If to Company: Eos Corporation  
906 Via Alondra  
Camarillo, California 93012  
Fax: (805) 484-8958  
Attn: President

If to Charterhouse: Charterhouse Equity Partners III, L.P.  
c/o Charterhouse Group International, Inc.  
535 Madison Avenue  
New York, New York 10022  
Attn: President

IN WITNESS WHEREOF, Company and Charterhouse have executed this Agreement by their duly authorized officers as of the date first above written.

EOS CORPORATION,  
a California corporation

By: John E. Beigman  
Its: CFO (acting)

CHARTERHOUSE EQUITY PARTNERS III, L.P.,  
a Delaware limited partnership

By: CHUSA Equity Investors, L.P.,  
General Partner

By: Charterhouse Equity III, Inc.,  
General Partner

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

**SCHEDULE 1**

**Trademarks**

Date of first use is November, 1992

