

03-14-2001

D.S.

Form PTO-1594

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(Rev 6-93)



U.S. Department of Commerce

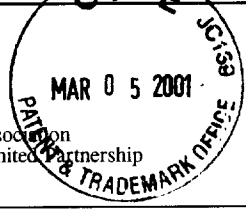
Patent and Trademark Office

101636821

To the Honorable Commissioner of Patents

1 documents or copy thereof.

3-5-01



1. Name of conveying party(ies):

INSILCO TECHNOLOGIES, INC.

- Individual(s)
- General Partnership
- *Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Merger
- * Security Agreement
- Change of Name
- Other

Execution Date: August 25, 2000

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

Name: BANK ONE, NA, as administrative agent

Internal Address: _____

Street Address: _____

One Bank One Plaza

City: Chicago State: IL ZIP: 60670

Country: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation _____

* Other bank, financial institution

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE ATTACHED LIST

B. Trademark No.(s) SEE ATTACHED LIST

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 26

7. Total fee (37 CFR 3.41): \$ 665.00

* Enclosed (Check No. 19071)

Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Robert E. Rude II
Name of Person Signing

RKR II
Signature

March 5, 2001
Date

Total number of pages comprising cover sheet and document attachments: 8

03/13/2001 GTON11 00000241 1321942

01 FC:481
02 FC:482

40.00 OP
625.00 OP

TRADEMARK
REEL: 002250 FRAME: 0913



Item A — Trademarks

Registered Trademarks

<u>Owner</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Stewart Connector Systems, Inc.	COMPU-SHIELD	1,321,942	02/26/85
Stewart Connector Systems, Inc.	SOF-LOK	1,882,832	03/07/95
Stewart Connector Systems, Inc.	STACK JACK	2,196,156	10/13/98
Stewart Connector Systems, Inc.	MAG JACKS	2,094,046	09/09/97
Stewart Stamping Corporation	SS	1,147,557	02/24/81
Stewart Stamping Corp.	SS	296,630	11/14/96
Stewart Stamping Corp.	SS	419508	04/14/86
Stewart Stamping Corp.	SS	313548	10/17/84
Signal Transformer Co., Inc.	MORE-4-LESS	1,811,909	12/21/93
Signal Transformer Co., Inc.	SPLIT/TRAN	1,790,199	08/31/93
Signal Transformer Co., Inc.	THE AMERICAN ORIGINAL & Design	1,796,276	10/05/93
Signal Transformer Co., Inc.	FLATHEAD	1,791,369	09/07/93
Signal Transformer Co., Inc.	ONE-4-ALL	1,866,788	12/13/94
Signal Transformer Co., Inc.	ALL-4-ONE	1,863,538	12/22/94
Signal Transformer Co., Inc.	2-4-1	1,866,787	12/3/94

<u>Owner</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Signal Transformer Co., Inc.	PRONTO	1,908,948	08/01/95
Eyelets for Industry, Inc.	EFI	1,738,679	12-08-92
Eyelets for Industry, Inc.	FORMING FOR THE FUTURE	1,728,220	10-27-92

Pending Trademark Applications

<u>Owner</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Stewart Connector Systems, Inc.	COMPRESSOR JACK	75/538,340	08/18/98
Stewart Connector Systems, Inc.	SCS	75/374,011	10/16/97
Stewart Connector Systems, Inc.	STACKMAGJACK	75/538,339	08/19/98
Stewart Connector Systems, Inc.	NEXT JACK	75/639,118	02/09/99
Stewart Connector Systems, Inc.	MAGJACK HT	75/775,993	08/13/99
Stewart Connector Systems, Inc.	MAGJACK XT	75/775,994	08/13/99
Stewart Connector Systems, Inc.	ACTISNAP	75/775,995	08/13/99
Stewart Connector	MAGJACK ST	75/775,997	08/13/99



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 25, 2000, is made between INSILCO TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), and BANK ONE, NA, with its main offices in Chicago, Illinois, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 25, 2000 (as amended prior to the Effective Date, the "Existing Credit Agreement", and as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Canadian Borrower, the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Lead Arranger and Syndication Agent, the Administrative Agent, and Transamerica Business Credit Corporation and LaSalle National Bank, as Co-Documentation Agents, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Company Pledge and Security Agreement, dated as of August __, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to the Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature covered in (c) below, now existing or hereafter adopted or acquired, including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest

granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement) or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

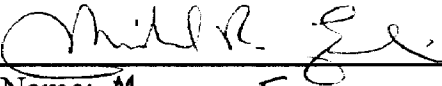
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[The remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INSILCO TECHNOLOGIES, INC.

By 
Name: MICHAEL EUA
Title: Senior Vice President

BANK ONE, NA,
as Administrative Agent

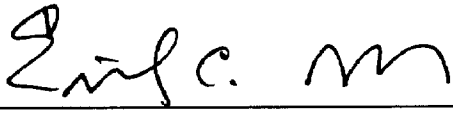
By _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INSILCO TECHNOLOGIES, INC.

By _____
Name:
Title:

BANK ONE, NA,
as Administrative Agent

By  _____
Name: ERIK C. BACK
Title: VICE PRESIDENT

16931062

RECORDED: 03/05/2001

TRADEMARK
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