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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101754247

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

1. Name of conveying party(ies):

CFC International, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State of Delaware 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: May 17, 2001

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association Internal Address:

Street Address: 135 South LaSalle Street City: Chicago State: IL Zip: 60603

- Individual(s) citizenship Association National Banking 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 registration number(s):

A. Trademark Application No.(s) 75/818346 75/818347 75/818348 75/913474 76/049956

B. Trademark Registration No.(s) 1335500 1358991 1466843 1818467 1939130 2182038 2351354

Additional number(s) attached Yes No

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

Name: Mariann R. Murphy

Internal Address: Jenner & Block, LLC

Street Address: One IBM Plaza

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

10-0460

(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.

Mariann R. Murphy Name of Person Signing

Signature

June 12, 2001 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002315 FRAME: 0995

# SECURITY INTEREST AGREEMENT

## (TRADEMARKS)

WHEREAS, CFC INTERNATIONAL, INC., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to LaSalle Bank National Association (herein referred to as "Secured Party"), and has entered into a Security Agreement and Mortgage-Trademarks and Patents (the "Agreement") in favor of Secured Party;

WHEREAS, pursuant to the Agreement, Grantor has granted to Secured Party a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Secured Party a security interest in, and mortgage on, the Trademarks to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and mortgage on the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

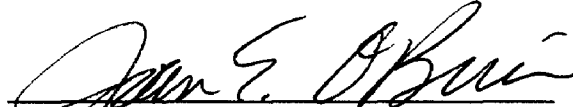
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 17th day of May, 2001.

CFC INTERNATIONAL, INC.

By: *Joseph Hruby*  
Name: *Joseph Hruby*  
Title: *Chairman / CEO*

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 17<sup>th</sup> day of May, 2001, before me personally appeared Roger Hruby, to me known, who, being by me duly sworn, did depose and say that he is the CEO of CFC INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires:

6/6/04



SCHEDULE 2-A TO SECURITY INTEREST AGREEMENT

TRADEMARKS

CFC INTERNATIONAL, INC.

Registered Trademarks

<b>Registration No.</b>	<b>Description of Mark</b>	<b>Date of Registration</b>	<b>File No.</b>	<b>State or Country</b>
1,939,130	Accumag Stripe	12/5/95	5119/53816	U.S.
1,818,467	Armorite	1/25/94	5119/53756	U.S.
2,182,038	Armorite Plus	8/18/98	5119/54352	U.S.
1,466,843	CFC and Design	12/1/87	5119/53700	U.S.
1,335,500	Encodall ZR	5/14/85		U.S.
2,351,354	Flexrite Foils	5/23/00	5119/54589	U.S.
1,358,991	Magneflex	9/10/85		U.S.
72,976	Accu Mag and Design	8/9/93	5119/53765	Illinois

TRADEMARK APPLICATIONS

<b>Application No.</b>	<b>Description of Mark</b>	<b>Date of Application</b>	<b>File No.</b>	<b>State or Country</b>
75/818,348	CFC Applied Holographics	10/12/99	5119/54782	U.S.
75/913,474	CFC Holographics	2/7/00	5119/54908	U.S.
75/818,346	CFC International	10/12/99	5119/54781	U.S.
75/818,347	CFC Northern Bank Note	10/12/99	5119/54783	U.S.
76/049,956	Multigram	5/17/00	5119/54971	U.S.