

08-10-2001



101807060  
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

Conveyance Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Assignment

License

Security Agreement

Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year  
 07 17 2001

Conveying Party

Mark if additional names of conveying parties attached

Name  Ganton Technologies, Inc.

Effective  
Month Day Year  
 07 17 2001

Formerly

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

Illinois

Receiving Party

Mark if additional names of conveying parties attached

Name  The Bank of Nova Scotia

DBA/AKA/TA

Composed of

Address (line 1)  600 Peachtree Street, N.E.

Address (line 2)

Address (line 3)  Atlanta  Georgia/U.S.A.  30308

City

State/Country

Zip Code

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

Canadian Chartered Bank

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).

FOR OFFICE USE ONLY

08/09/2001 LMUELLER 00000153 1958436

01 FC:488  
02 FC:482

40.00 OP  
75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representatives 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**

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="1,958,436"/>	<input type="text" value="1,958,435"/>	<input type="text" value="1,955,801"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,559,541"/>	<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 Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

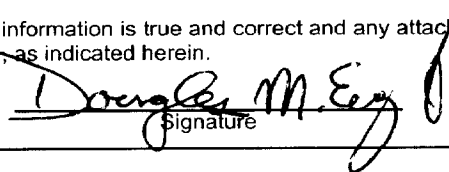
Deposit Account Number: #

Authorization to charge additional 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.

Douglas M. Eveleigh  
Name of Person Signing

  
Signature

August 3, 2001  
Date Signed

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 17, 2001, is made between GANTON TECHNOLOGIES INC., An Illinois corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the First Amended and Restated Term Loan Agreement, dated as of July 17, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Term Loan Agreement"), among the Borrower, the "Lenders" thereunder, SunTrust Bank, as the Documentation Agent, Bank One, Michigan, as the Syndication Agent and Scotia Capital, as the administrative and collateral agent, such Lenders and the Borrower have agreed to refinance a portion of the outstanding term loans made by such Lenders to the Borrower;

WHEREAS, pursuant to the Fourth Amendment dated as of July 17, 2001 (the "Revolving Credit Amendment") to the Five-Year Credit Agreement dated as of November 5, 1999, as amended (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Revolving Credit Agreement"), among the Borrower, the "Lenders" thereunder, Scotia Capital, as administrative and collateral agent, and the other agents thereunder, such Lenders and the Borrower have agreed to refinance the outstanding revolving loans, swingline loans, letters of credit and available credit thereunder extended by such Lenders to the Borrower;

WHEREAS, in connection with the Term Loan Agreement and the Revolving Credit Amendment, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of July 17, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

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, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, hypothecates, charges, mortgages and collaterally assigns to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) 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, and all goodwill of the business associated therewith, 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 or any other country or political subdivision thereof or otherwise, 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 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.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder unless and until any required consents shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as

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

SECTION 4. Release of Liens. Upon (i) a Permitted Asset Sale of Trademark Collateral and (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such terminated Trademark Collateral (in the case of clause (i)) or (B) all terminated Trademark Collateral (in the case of clause (ii)). Upon any such termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all terminated Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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. Credit Document. This Agreement is a "Credit Document" executed pursuant to the Term Loan Agreement and the Revolving Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Articles X thereof.

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.

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

GANTON TECHNOLOGIES, INC.

By   
Name Printed: Alan J. Miller  
Title: Secretary

THE BANK OF NOVA SCOTIA,  
as Collateral Agent

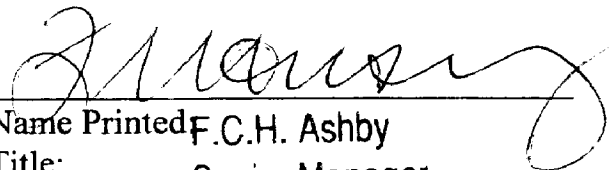
By \_\_\_\_\_  
Name Printed:  
Title:

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

GANTON TECHNOLOGIES, INC.

By \_\_\_\_\_  
Name Printed:  
Title:

THE BANK OF NOVA SCOTIA,  
as Collateral Agent

By   
Name Printed F.C.H. Ashby  
Title: Senior Manager  
Loan Operations

ILLINOIS )  
 )  
COOK )

I, Beverly Brown-Hampton, a Notary Public in and for the State of Illinois, do hereby certify that Alan J. Miller, the Secretary of the Ganton Technologies, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act and deed of said instrument for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of July, 2001.

Beverly Brown-Hampton  
Notary Public

My commission expires  
April 10, 2004:





SCHEDULE I  
to Trademark Security Agreement  
Ganton Technologies, Inc.

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	* GANTON	1,958,436	27-Feb-96
USA	* G Stylized	1,958,435	27-Feb-96
USA	* GANTON and Design	1,955,801	13-Feb-96
USA	* GANTON and Design	1,559,541	10-Oct-89

Pending Trademark Applications

None

Trademark Applications in Preparation

None

Item B. Trademark Licenses

None