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

09-06-2001

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



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RECORDATION FORM COVER SHEET \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type		
New Assignment License		
Resubmission (Non-Recordation) Document ID # Correction of PTO Error Merger Nunc Pro Tunc Assignment Effective Date Merger Merger		
Correction of PTO Error Reel # Change of Name		
Corrective Document Reel #		
Conveying Party Mark if additional names of conveying parties attached Execution Date Month Day Year		
Name UVTEC, LP		
Formerly		
Individual General Partnership Limited Partnership Corporation Association		
Other		
Citizenship/State of Incorporation/Organization Texas		
Receiving Party Mark if additional names of receiving parties attached		
Name [LaSalle Bank National Association		
DBA/AKA/TA		
Composed of		
Address (line 1) 135 South LaSalle Street		
Address (line 2)		
Address (line 3) Chicago City Illinois State/Country If document to be recorded is an		
Individual General Partnership Limited Partnership assignment and the receiving party is		
Corporation Association Association appointment of a domestic representative should be attached. (Designation must be a separate		
Other document from Assignment.)		
Citizenship/State of Incorporation/Organization FOR OFFICE USE ONLY		
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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

FORM PTO-1618B Expires 06/30/99 OMB 0651-0027 Page	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 (312) 609-7838	
Name Tammy S. Settle		
Address (line 1) Vedder Price Kaufman & Kammholz		
Address (line 2) 222 N. LaSalle Street		
Address (line 3)		
Address (line 4) Chicago, Illinois 60601		
Pages Enter the total number of pages of the att including any attachments.	ached conveyance document # 13	
Trademark Application Number(s) or Registrati	on Number(s) Mark if additional numbers attached	
Enter either the Trademark Application Number <u>or</u> the Registration N	umber (DO NOT ENTER BOTH numbers for the same property). Registration Number(s)	
Trademark Application Number(s)	Registration Number(s)	
1,799,905 2.238.825 2.350,446		
Number of Properties Enter the total number of p	properties involved. #3	
Fee Amount Fee Amount for Properties	Listed (37 CFR 3.41): \$ 90.00	
	Deposit Account	
Deposit Account (Enter for payment by deposit account or if additional fees can b Deposit Accoun	e charged to the account.)	
Deposit Account	(Number:	
Authorization to	charge additional fees: Yes No 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.		
Tammy S. Settle	August 24, 2001	
Name of Person Signing	Signature Date Signed	

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

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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 GWB Plastics Holding C	01/05/2001
Formerly	
Individual General Partnership	Limited Partnership Corporation Association
Other	
Citizenship State of Incorporation/Organization	Delaware
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)	State/Country Zip Code
Individual General Partnership Corporation Association Other	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 the Assignment.)
Citizenship/State of Incorporation/Organizatio	n
Trademark Application Number(s) or Re	gistration Number(s) Mark if additional numbers attached (20 NOT ENTER BOTH numbers for the same property).
Enter either the Trademark Application Number or the Reg	pistration Number (DO NOT ENTER BOTH numbers for the same property). Registration Number(s)
Trademark Application Number(s)	

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

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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 Polytech South, Inc.	01/05/2001
Formerly	
Individual General Partnership	Limited Partnership Corporation Association
Other	
Citizenship State of Incorporation/Organization	Georgia
Receiving Party Enter Additional Receiving Party	Mark if additional names of receiving parties attached
DBA/AKA/TA	
Composed of	
Address (line 1)	
Address (line 2)	
Address (line 3)	State/Country Zip Code
Individual General Partnership Corporation Association Other	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 the Assignment.)
Citizenship/State of Incorporation/Organization	
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Enter either the Trademark Application Number of the Re	Registration Number(s)
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FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

Conveying Enter Additional	Party Mark if additional names of conveying parties attach	ed Execution Date Month Day Year
Name	UVTEC HOLDINGS, INC.	01/05/2001
Formerly		
Individua	General Partnership Limited Partnership Corporation	Association
Other		
Citizensh	nip State of Incorporation/Organization Delaware	
Receiving F Enter Additional	Party Receiving Party Mark if additional names of receiving parties attached	
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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of January 5, 2001 made by UVTEC, L.P., a Texas limited partnership (the "Borrower"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WITNESSETH:

WHEREAS, the Borrower, GWB PLASTICS HOLDING CO., a Delaware corporation, POLYTECH SOUTH, INC., a Georgia corporation, UVTEC HOLDINGS, INC., a Delaware corporation (collectively, the "Loan Parties"), and Bank have entered into that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Credit Agreement") pursuant to which, among other things, the Borrower has granted to Bank a security interest in substantially all of its assets to secure the Loan Parties' prompt and complete payment, performance and/or observance of all of the Loan Parties' obligations and liabilities under or in connection with the Credit Agreement, and the Loan Parties' obligations and liabilities under any other Loan Documents (the "Obligations"); and

WHEREAS, Bank has required, as a further condition to entering into the Credit Agreement and to secure the obligations thereunder that Borrower execute this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.
- (ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and <u>vice versa</u>, unless otherwise specified.
- 2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to Bank a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of such Borrower's interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

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- trademarks, registered trademarks and trademark registrations, trade names, service marks, registered service marks and service mark registrations, including, without limitation, the registered trademarks and registered service marks listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks and registered service marks together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of such Borrower's business connected with and symbolized by the Trademarks; and
- license agreements with any other party in connection with any Trademarks or such (iii) other party's trademarks, registered trademarks, trademark registrations, trade names, service marks, registered service marks and service mark registrations, whether such Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Bank's rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of the Bank, Borrower will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Bank in Borrower's rights under such license agreement.
- 3. Restrictions on Future Agreements. The Borrower will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Borrower's business.
- 4. New Trademarks and Licenses. The Borrower represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by such Borrower. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new Trademark or Licenses or (ii) become

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entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and Borrower shall notify Bank in writing (with reasonable detail) upon request of Bank of such changes. Provided that Borrower shall, within ten (10) days of approval, notify Bank and provide Bank with copies of all relevant documents relating to the approval of an application for a domestic Trademark by the United States Patent and Trademark Office. The Borrower hereby authorizes Bank to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, the Borrower hereby agrees that Bank's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Bank actually amends Schedule A and Schedule B.

- 5. Royalties. Borrower hereby agrees that the use by Bank of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with such Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Borrower.
- 6. Nature and Continuation of Bank's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Credit Agreement terminated. At such time, the rights granted to Bank hereunder shall also terminate, and Bank agrees to execute a release and termination as necessary to effectuate the release of the security interest granted to it.
- Right to Inspect; Further Assignments and Security Interests. Bank shall have the right, consistent with the Credit Agreement at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of Borrower relating to the Trademarks and the Licenses, including, without limitation, Borrower's quality control processes. From and after the occurrence of, and during the continuance of, an Event of Default, and subject to the terms of the Credit Agreement, the Borrower agrees that Bank or a conservator appointed by Bank, shall have the right to establish such reasonable additional product quality controls as Bank or such conservator, in its sole judgement, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks or the Licenses. The Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Bank, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Bank.
- 8. Duties of Borrower. The Borrower shall have the duty, except in respect of Trademarks which, in Borrower's commercially reasonable business judgment are no longer necessary or economically desirable in the operation of Borrower's business, (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations

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that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make applications for trademarks and service marks as Borrower deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Borrower's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Borrower. The Borrower shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in such Borrower's commercially reasonable business judgement, necessary or economically desirable in the operation of such Borrower's business. Bank shall not have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Bank's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

- 9. Bank's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement, Bank shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse and indemnify Bank for all costs and reasonable expenses incurred by Bank in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Bank is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.
- 10. Waivers. No course of dealing between Borrower and Bank, and no failure to exercise or delay in exercising on the part of Bank any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver of any of Bank's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under any of the other Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11. Bank's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Bank may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. Without limiting the foregoing, Borrower acknowledges and agrees that from and after the occurrence and during the continuance of an Event of Default, Bank or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of Borrower's business.
- 12. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted under this Agreement to assign, convey or transfer any trademark or service

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mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended except in connection with the ongoing business to which such trademark or service mark pertains.

- 13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 14. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 2</u> and <u>Section 4</u> hereof or by a writing signed by the parties hereto.
- Cumulative Remedies: Power of Attorney. All of Bank's rights and remedies with 15. respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Borrower hereby irrevocably appoints Bank as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Only upon the occurrence and during the continuance of an Event of Default, the Borrower hereby authorizes Bank to, in its sole discretion, (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Bank deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Bank shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks. The Borrower hereby ratifies all actions that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement or other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.
- 16. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however that no Borrower shall voluntarily assign its obligations hereunder without the prior written consent of Bank.

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- 17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, subject, however, to the applicability of the UCC of any jurisdiction in which any Collateral may be located or deemed located at any given time.
- Forum Selection. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE BANK'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE LOCATED OR DEEMED LOCATED. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. BORROWER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS OF THE BORROWER SPECIFIED IN, OR PURSUANT TO, THE CREDIT AGREEMENT OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- 19. July Trial. BORROWER AND BANK HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- 20. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.
- 21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

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- 22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.
- 23. Right of Recordal of Security Interest. Bank shall have the right, but not the obligation, at the expense of Borrower, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Bank. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, Borrower shall have the right to effect recordal of such satisfaction or termination at the expense of Borrower in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Borrower. Bank and Borrower shall cooperate to effect all such recordals hereunder.

[SIGNATURE PAGE FOLLOWS]

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Trademark and License Security Agreement Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

BORROWER:

UVTEC, L.P.

By: UVTEC General, LLC

Its: General Partner

Its: Vice President

ACCEPTED AND AGREED BY:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

Title: First Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 5th day of January, 2001, by Derick Marsh, personally known to me to be the Vice President of UVTEC General, LLC, the general partner of UVTEC, L.P., a Texas limited partnership, on behalf of such entity.

"OFFICIAL SEAL"

(SEMALY) M. SEPULVEDA

Notary Public, State of Illinois
My Commission Expires 10/21/03

Notary Public

My commission expires

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 5th day of January, 2001, by Timothy R. Schifer, personally known to me to be the First Vice President of LaSalle Bank National Association, a national banking association, on behalf of such entity.

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OPFICIAL SEAL"	i di de		
JENNY M. GEPULVEDA		1 -	
AS ALL DE CONTRACTOR ASSESSMENT	Notary Public		
My Commission Expres 10/21/00	My commission evoires	18/2/1/3	
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SCHEDULE A To Trademark and License Security Agreement (UVTEC, L.P.)

TRADEMARKS

Registered Trademarks

- (a) SAFE-FR for use with "flame-retardant, halogen free polyolefin compounds" (U.S. Trademark Reg. No. 1,799,905)
- (b) UVTEC for use with "plastic in bars, blocks, pellets, rods, sheets and tubes for general industrial use and for use in manufacturing" (U.S. Trademark Reg. No. 2,238,825)
- (c) DURA*GLAZE for use with "polyolefin compounds and composite materials in pellet, sheet, block or board form for further manufacture in UV-resistant parts" (U.S. Trademark Reg. No. 2,350,446)

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SCHEDULE B To Trademark and License Security Agreement (UVTEC, L.P.)

LICENSES

one

RECORDED: 08/27/2001