

03-04-2002



Form PTO-1594 R  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101999837

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

1. Name of conveying party(ies):

Moll Industries, Inc.

*2.12.02*

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 21, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: Suite 1600

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60697

- Individual(s) citizenship \_\_\_\_\_
- Association National Bank 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)

75/793,651

B. Trademark Registration No.(s)

2,162,650

*FEB 12 2002*

Additional number(s) attached  Yes  No

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

Name: Brian J. Hubbard

Internal Address: Haynes and Boone, LLP

Street Address: 901 Main Street, Suite 3100

City: Dallas State: TX Zip: 75202

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:

08-1394

(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.

BRIAN J. HUBBARD

Name of Person Signing

*Brian J. Hubbard*  
Signature

Jan. 10, 2002  
Date

8

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

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

03/01/2002 DBYRNE 00000103 75793651

01 FC:481  
02 FC:482

40.00 OP  
275.00 OP

D912851.1

DOCKET NO.: 30570.7

**TRADEMARK**  
**REEL: 002452 FRAME: 0221**

**TRADEMARK RECORDATION FORM COVER SHEET (page 2 of 2)**

**4.A. (cont.)**

75 793,650

75 615,937

75 615,616

75 615,615

**4.B. (cont.)**

2,081,384

1,949,047

1,404,994

1,114,131

612,523

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2001, by MOLL INDUSTRIES, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Agent for Lenders.

## W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of the date hereof, by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Term Loans to Grantor;

WHEREAS, Agent and Lenders are willing to make the Term Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (except for Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOLL INDUSTRIES, INC., as Grantor

By:

Name:

Title:

James Sprouse

Chief Controller

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By:

Name:

Title:


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOLL INDUSTRIES, INC., as Grantor

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

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By:   
Name: Jeffrey J. Podwika  
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 002452 FRAME: 0226

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks Registered by Moll**

<b>Mark</b>	<b>Serial/Reg. No.</b>	<b>Filing/Reg. Date</b>
ANCODENT (stylized letters)	612,523	20-Sep-1955
Miscellaneous Design (anchor with brush in circle)	1,114,131	27-Feb-1979
ANCHOR	1,404,994	12-Aug-1986
COMPRESSION ENGINEERING	1,949,047	16-Jan-1996
COMPRESSION	2,081,384	22-Jul-1997
C COMPRESSION (& Design)	2,162,650	2-Jun-1998
ANCHOR (CTM)	354,555	13-Jul-1998
ANCODENT (CTM)	354,522	13-Jul-1998
SMOOTH-MOVE	354,506	16-Jul-1998
MUSCLE MOLDING	75/615937	5-Jan-1999
GLOBAL ENTERPRISE MOLDING	75/315315	5-Jan-1999
GEM	75/615616	5-Jan-1999
COMPRESSION (CTM application)	001231968	2-Jul-1999
MOLL	75/793650	7-Sep-1999
MOLL INDUSTRIES	75/793651	7-Sep-1999
COMPRESSION (Canada application)	1,055,176	14-Apr-2000