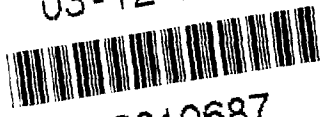


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Comar, Inc. 2-22-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State New Jersey
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LaSalle Business Credit, Inc.
Internal Address:
Street Address: 1735 Market Street, 6th Floor
City: Philadelphia State: PA Zip: 19103
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Standard Federal Bank National Association
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 1/17/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/662,731
B. Trademark Registration No.(s) 2,115,757; 1,689,956; 1,281,362; 2,374,567; 2,380,686
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 6

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher M. Turk, Esquire
Internal Address: Blank Rome Comisky & McCauley LLP
Street Address: One Logan Square
City: Philadelphia State: PA Zip: 19103

7. Total fee (37 CFR 3.41) \$165.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 02-2555
(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.
Christopher M. Turk, Esquire
Name of Person Signing
Signature
Date 02/21/02
Total number of pages including cover sheet, attachments, and document: 15

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

03/12/2002 6TON11 00000094 75662731
01 FC:481 40.00 OP
02 FC:482 125.00 OP

TRADEMARK REEL: 002458 FRAME: 0290

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of the 17th day of January, 2002 by and among COMAR, INC., a New Jersey corporation, having its principal place of business at One Comar Place, Buena, NJ 08310 (hereinafter called "Borrower"), LASALLE BUSINESS CREDIT, INC., as agent for Standard Federal Bank National Association, with an office at 1735 Market Street, 6th Floor, Philadelphia, PA 19103, in its capacity as Collateral Agent (as defined in the Intercreditor and Agency Agreement defined below) ("Collateral Agent"), for itself and LASALLE BUSINESS CREDIT, INC., as agent for Standard Federal Bank National Association, as Syndicated Loan Agent and a Syndicated Loan Lender (as defined in the Intercreditor and Agency Agreement defined below), with an office at 1735 Market Street, 6th Floor, Philadelphia PA 19103 ("LBC"), and BROWN BROTHERS HARRIMAN & CO. as Syndicated Loan Lender and Bondholder (as defined in the Intercreditor and Agency Agreement defined below), with its principal place of business at 1531 Walnut Street, Philadelphia, PA 19102 ("BBH" and collectively with LBC hereinafter called "Lenders").

WITNESSETH

WHEREAS, Borrower and Comar Puerto Rico, Inc. (collectively referred to, as the "Borrowers") have requested that LaSalle Business Credit, Inc., as agent for Standard Federal Bank National Association, as agent for Lenders (in such capacity, "Syndicated Loan Agent") and such Lenders establish a credit facility comprised of a revolving credit loan, a term loan and a capital expenditure loan in the aggregate principal sum not to exceed \$16,500,000.00 (collectively called the "Loan") for Borrowers pursuant to the terms of that certain Loan and Security Agreement, of even date herewith among Syndicated Loan Agent, Lenders, Borrowers and Diamond Realty LLC ("Surety") (as it may hereafter be amended, modified, restated or replaced from time to time, together with all exhibits thereto, the "Loan Agreement");

WHEREAS, BBH, as Bondholder, is the holder of a THREE MILLION FIVE HUNDRED THOUSAND DOLLAR (\$3,500,000) Economic Development Revenue Bond, Series 1994 (Comar, Inc. Project) and a THREE MILLION DOLLAR (\$3,000,000) Economic Development Revenue Bond, Series 1994 (Comar, Inc. Project 2) of the New Jersey Economic Development Authority (the "Bonds") issued for the benefit of Borrower pursuant to financing agreements dated as of April 1, 1994 and October 1, 1994, respectively (collectively the "Financing Agreements" and together with the Bonds, Loan Agreement and all of the other agreements, documents and instruments evidencing, securing or relating to the Obligations (as defined in the Intercreditor and Agency Agreement defined below) including, without limitation, the Loan and the Bonds, as any of the same may hereafter be amended, modified, restated or supplemented from time to time, are collectively referred to as the "Obligations Documents" and the obligations to pay and perform under and/or pursuant to the Obligations Documents are herein collectively referred to as the "Loan Obligations"); and

WHEREAS, Collateral Agent, Syndicated Loan Agent, Lenders and Borrowers and Surety have entered into an Intercreditor and Agency Agreement of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Intercreditor and Agency Agreement"), pursuant to which, among other things, Lenders have appointed Collateral Agent to act on behalf of Lenders regarding the Collateral (as defined within the Intercreditor and Agency Agreement);

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

1. Incorporation of Obligations Documents. The Obligations Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Intercreditor and Agency Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Loan Obligations, Borrower hereby grants to Collateral Agent for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Obligations Documents of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, (x) the trademarks and applications registered/filed with the United States Patent and Trademark Office listed on Schedule A attached hereto and made a part hereof and (y) the trademarks and applications registered/filed with the appropriate trademark office of a foreign jurisdiction listed on Schedule B attached hereto and made a part hereof, and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Collateral Agent and Lenders that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons, except for Permitted Liens;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right and power to execute and deliver this Security Agreement and perform its terms, and has taken all necessary corporate actions to authorize such execution, delivery and performance. The Security Agreement constitutes the valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms. The execution, delivery and performance hereof will not violate any provision of Borrower's Articles of Incorporation, by-laws or equivalent or similar corporate governance documents. No consent or approval of, or filing or registration with, any governmental authority (other than a filing with the United States Patent and Trademark Office) is necessary for the execution and performance hereof by Borrower.

4. Restrictions on Future Agreements. Borrower agrees that until the Loan Obligations shall have been satisfied in full and the Obligations Documents and any obligation or commitment of Lenders to make loans or advances thereunder shall have been terminated, Borrower shall not, without the prior written consent of Collateral Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Collateral Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, (i) the Trademarks listed on Schedule A constitute all of the United States federally registered Trademarks, and United States federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower and (ii) the Trademarks listed on Schedule B constitute all of the foreign registered Trademarks, and foreign applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before the Loan Obligations shall have been satisfied in full or before the Obligations Documents and any obligation or commitment of Lenders to make loans or advances thereunder have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Collateral Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Collateral Agent prompt written notice thereof, along with an amended Schedule A or Schedule B (as applicable). Borrower hereby authorizes Collateral Agent to modify this Security Agreement by amending Schedule A and/or Schedule B (as applicable) by replacing it with any such amended schedule provided by Borrower under the provisions of this paragraph.

6. Term. The term of this Security Agreement shall extend until the payment in full of Loan Obligations and the termination of the Obligations Documents and any obligation or commitment of Lenders to make loans or advances thereunder. Borrower agrees that upon the occurrence of an Event of Default, Borrower shall be deemed to have granted a non-exclusive license to Collateral Agent and Lenders to use the Trademarks in the exercise by Collateral Agent and/or Lenders of their rights as a secured creditor with respect to Borrower's tangible property and the use by Collateral Agent and Lenders of all Trademarks pursuant to such deemed license shall be without any liability for royalties or other related charges from Collateral Agent and Lenders to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Collateral Agent, or a conservator appointed by Collateral Agent, shall have the right to establish such additional product quality controls as Collateral Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Loan Obligations and termination of the Obligations Documents and any obligation or commitment of Lenders to make loans or advances thereunder, Collateral Agent and Lenders shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Obligations Documents

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Collateral Agent or Lenders in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to or in enforcing Collateral Agent's and/or Lenders' rights as a secured creditor in the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Loan Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Loan Obligations shall have been paid in full and the Obligations Documents and any obligation or commitment of Lenders to make loans or advances thereunder have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 10 shall be borne by Borrower.

11. Collateral Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Collateral Agent, on Lenders' behalf, shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Collateral Agent shall commence any such suit in the exercise of its sole discretion, Borrower shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Collateral Agent or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent or Lenders, any right, power or privilege hereunder or under the Obligations Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Obligations Documents. All of Collateral Agent's and Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Obligations Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby appoints Collateral Agent, and any officer or agent of Collateral Agent as Collateral Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, exercisable upon the occurrence and during the continuance of an Event of Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent or Lenders in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Collateral Agent or Lenders deems to be in the best interest of Lenders in order to carry out the terms hereof and enforce and protect Collateral Agent and Lenders' rights hereunder, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third party, including without limitation, the power to execute a Trademark Assignment(s) in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Loan Obligations shall have been paid in full and the Obligations Documents and any obligation or commitment of Lenders to make loans or advances thereunder have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent or Lenders under the Obligations Documents but rather is intended to facilitate the exercise of such rights and remedies. To the extent possible, the provisions of this Security Agreement and the Obligations Documents shall be interpreted so as not to create a conflict among such documents but to give effect to both (providing that, in the case of an irreconcilable conflict, the provisions of the Obligations Documents shall control). Collateral Agent and Lenders shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Obligations Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Pennsylvania.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its successors, and shall inure to the benefit of Collateral Agent and Lenders, their successors, nominees and assigns. Borrower may not assign any of its rights and obligations hereunder.

17. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions that they precede.


19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Collateral Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Borrower hereby authorizes Collateral Agent to file UCC-1 financing statements (and all appropriate continuations and amendments thereto) against Borrower describing the Trademarks (including a description of "all trademarks" or "all general intangibles") from time to time in such jurisdictions as Collateral Agent may deem necessary, desirable or prudent to protect and perfect Collateral Agent's security interest (on behalf of Lenders) in the Trademarks.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Obligations Documents.

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[SIGNATURES ON FOLLOWING PAGES]

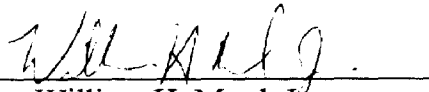
IN WITNESS WHEREOF, and intending to be legally bound, Borrower has duly executed this Security Agreement as of the date first written above.

COMAR, INC.

By: 
Name: Henry J. Tamagni, Jr.
Title: President

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.,
as agent for Standard Federal Bank
National Association, as Collateral
Agent

By: 
Name: William H. Moul, Jr.
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement – Comar, Inc.]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
The Harmony System	2,115,757	11/25/1997
Neutraplex	1,689,956	06/02/1992
C Comar Logo	1,281,362	06/12/1984
Comar	2,374,567	08/08/2000
C Logo	2,380,686	08/29/2000

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Secure Dose	75/662,731	03/18/1999

SCHEDULE B

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Trademark Description</u>	<u>Foreign Serial/Registration No.</u>	<u>Date Registered</u>
Community Trademark Treaty/Europe	Secure Dose	1292556	11/13/2000
Thailand	Secure Dose	KOR127254	03/18/1999
Taiwan	Secure Dose	948434	06/01/2001

TRADEMARK APPLICATIONS

<u>Country</u>	<u>Trademark Application Description</u>	<u>Foreign Application No.</u>	<u>Date Applied</u>
Japan	Secure Dose	74645/1999	08/19/1999

Exhibit 1

TRADEMARK ASSIGNMENT

WHEREAS, Comar, Inc., a New Jersey corporation ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, ____.

COMAR, INC.

Witness: _____

By: _____
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, ____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Comar, Inc. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

_____, _____