

5-23-02

05-23-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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TRADEMARKS ONLY

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.

| | |
|--|---|
| <p>1. Name of conveying party(ies): Ada Products Company, Inc. 5-23-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies) Name: Merrill Lynch Business Financial Services, Inc.</p> <p>Street Address: 222 North LaSalle Street City: Chicago State: IL Zip: 60601</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p> |
| <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Mortgage</p> <p>Execution Date: 4/25/02</p> | |

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| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____ _____</p> | <p>B. Trademark Registration No.(s) 1481505; 1311995; 919844;1238174;1701619</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
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|--|--|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Maisha Gibson, Paralegal Internal Address: _____ _____</p> <p>Street Address: Goldberg, Kohn et al. 55 E. Monroe Street, Suite 3700</p> <p>City: Chicago State: IL Zip: 60603</p> | <p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 3.41).....\$ 125.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> |
|--|--|

DO NOT USE THIS SPACE

9. Signature.

Maisha Gibson _____
 Name of Person Signing

Maisha Gibson
 Signature

May 22, 2002
 Date

7

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

06/04/2002 JJALLAHZ 00000004 1481505

01 FC:461

40.00 OP

02 AC:482

100.00 OP

**TRADEMARK
REEL: 002511 FRAME: 0802**

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 25th day of April, 2002 by and between Ada Products Company, Inc., a New Jersey corporation (the "Company"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("Lender").

WITNESSETH

WHEREAS, pursuant to two certain Loan and Security Agreements each of even date herewith and each executed between the Company and Lender (as amended or otherwise modified from time to time, collectively referred to herein as the "Loan and Security Agreement"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Company to Lender, the Company has granted to Lender a continuing security interest in certain of the Company's assets, including, without limitation, the Trademarks (as defined below;

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, the Company and Lender agree as follows:

1. Incorporation of Loan and Security Agreement Definitions. The Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Company hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan and Security Agreement of, a continuing security interest in the Company'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 in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part, 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 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, and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Company's business connected with the use of and symbolized by any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. The Company represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by the Company. If, before the Obligations shall have been satisfied in full and the Loan and Security Agreement has been terminated, the Company shall obtain any new federally registered Trademarks, the Company shall give Lender prompt written notice thereof. The Company hereby agrees that, upon Lender's written request, the Company will execute and deliver to Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by the Company.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan and Security Agreement has been terminated in accordance with its terms.


5. Effect on Other Agreements; Cumulative Remedies. The Company acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan and Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby or by the Loan and Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon the Company and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

Ada Products Company, Inc.

By: 
Title: Jon Gurkoff, Vice President

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By _____
Its _____

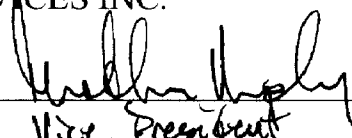
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

Ada Products Company, Inc.

By: _____
Title: _____

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By 
Its Vice President

TRADEMARKS

TRADEMARK DESCRIPTION

REGISTRATION NUMBER

MYNOL

1481505

1311995

919844

ADAMOUNT

1238174

CLEAR-EDGE

1701619

TRADEMARK APPLICATIONS

NONE