



To the Honorable Commissioner of Patents

102141243

and original documents or copy thereof.

1. Name of conveying party(ies):

Selig Sealing Products, Inc.

06/24/02

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

Name and address of receiving party(ies)

Name: Key Corporate Capital, Inc.

Internal Address:

Street Address: 127 Public Square

City: Cleveland State: OH Zip Code: 44114

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date June 13, 2002

4. Application number(s) or registration number(s):

Trademark Application No(s).

B. Trademark Registration No(s).

2,302,385

2,144,354

Additional numbers attached?  Yes  No

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

Name: Kevin A. McGinnis

Internal Address: JONES, DAY, REAVIS & POGUE

Street Address: 77 W. Wacker Drive

City: Chicago State: IL ZIP: 60601-1692

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account any fees in excess of \$65 which may be due herewith.

8. Deposit account number:

10-1202

(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.

Jonathan Marlin

Name of Person Signing

*Jonathan Marlin*  
Signature

June 19, 2002

Date

07/01/2002 LMUELLER 00000208 2302385

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

Total number of pages including cover sheet, attachments, and document: 11

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, D.C. 20231

ON June 19, 2002

*Jonathan Marlin*  
Jonathan Marlin

(Doc. I.D. 1023049)

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 13, 2002 is made by **SELIG SEALING PRODUCTS, INC.**, an Illinois corporation (together with its successors and assigns, the "**Company**"), the financial institutions listed on the signature pages hereof (together with their respective successors and assigns, collectively the "**Lenders**" and individually a "**Lender**"), and **KEY CORPORATE CAPITAL INC.**, a Michigan corporation ("**KCCF**", and in its capacity as administrative agent, the "**Administrative Agent**"), as agent for itself and the other Lenders from time to time a party to the Credit Agreement referred to below.

PRELIMINARY STATEMENTS

**WHEREAS**, the Company, as borrower, Selig Holdings Corporation, a Delaware corporation, and Selig Acquisition Corporation, a Delaware corporation, have entered into the Credit Agreement, dated as of June 13, 2002 with the financial institutions named therein as Lenders and KCCI as Administrative Agent for the Lenders thereunder (herein, as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), providing, subject to the terms and conditions thereof, for certain Loans to be made available by the Lenders to the Company from time to time.

**WHEREAS**, the Lenders are willing to make the Loans (as defined in the Credit Agreement) and other credit facilities available under the Credit Agreement only upon the condition, among others, that the Company execute and deliver this Agreement and grant a security interest in its Trademarks and Licenses (as hereinafter defined) as security for (i) any and all Obligations (as defined in the Credit Agreement) of the Company in respect of the Loans and other credit facilities made available under the Credit Agreement, the Notes, the Guaranty, the other Security Documents (including this Agreement), the other Loan Documents (all as defined in the Credit Agreement), and any other note or notes from time to time evidencing such Loans and (ii) any and all other amounts from time to time payable by the Company to the Lenders or the Administrative Agent under the Credit Agreement, the Security Documents (including this Agreement), the Notes or the other Loan Documents.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

In consideration of the premises and the mutual agreements contained in this Agreement, the Borrowers, the Lenders and the Administrative Agent agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.
2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Company grants to the Administrative Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law and the Credit Agreement, the following property:
  - (A) each of the Company's now owned or existing and hereafter acquired or arising trademark, trademark application, trademark registration, and each service mark, service mark application, service mark registration, including, without limitation, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade dress, logos, other source and business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including, without limitation, in the United States Patent and Trademark Office or any similar offices in any political subdivision of the United States listed on the attached Schedule I and (i) all extensions or renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and 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, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Company's business symbolized by the foregoing and connected therewith and (v) all of the Company's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications and service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) above are referred to collectively as the "Trademarks"); and

- B) each of the Company's now owned or existing and hereafter acquired or arising rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether the Company is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on the attached Schedule II, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Trademarks now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing are referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2(B), the Licenses do not include any license agreement in effect as of the date of this Agreement that by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provision of this Section 2 are deemed to apply thereto automatically.

3. Restrictions on Future Agreements. The Company shall not, without the Administrative Agent's prior written consent (which consent shall not be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement and the Company further agrees that it shall not take any action, and shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses

4. Representations and Warranties: New Trademarks and Licenses. The Company represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on Schedule I include all of the United States trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Company, (b) the Licenses listed on Schedule II include all of the trademark license agreements and service mark license agreements under which the Company is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by the Company to any Person other than the Administrative Agent except for Liens pursuant to Section 7.02 of the Credit Agreement. If, prior to the termination of this Agreement, the Company (i) obtains rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) becomes entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or (iii) enters into any new trademark license agreement or service mark license agreement, the provisions of Section 2 automatically apply thereto. The Company shall give to the Administrative Agent written notice of events described in clauses (i) through (iii) above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company authorizes the Administrative Agent to modify this Agreement unilaterally (x) by amending Schedule I to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule II to include any future trademark license agreements and service mark license agreements that are Trademarks or Licenses under Section 2 or under this Section 4 and (y) by filing in the United States or any political subdivision of the United States, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I or Schedule II thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

5. Royalties. The Company agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized under this Agreement in connection with the Administrative Agent's exercise of its rights and remedies under Section 13 or under the Credit Agreement are coextensive with the Company's rights thereunder and with respect thereto and without any liability to the Company for royalties or other related charges from the Administrative Agent.

6. Right to Inspect; Further Assignments and Security Interests. The Administrative Agent may, in accordance with the provisions of the Credit Agreement, have access to, examine, audit, make copies (at the Company's expense) and extracts from and inspect the Company's premises and examine the Company's books, records and operations relating to the Trademarks and Licenses. Upon the occurrence and during the continuance of an Event of Default, the Company agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, has the right to establish such reasonable additional product quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Company under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Except as permitted by the Credit Agreement, the Company agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses and (b) not to diminish the quality of such products in any material respect, in both cases (a) and (b) above without the Administrative Agent's prior written consent (which consent shall not be unreasonably withheld).

7. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement creates a continuing security interest in the Trademarks and Licenses and terminates only when the Obligations due and payable have been paid in full in cash and the Credit Agreement has been terminated. Upon such termination, the Administrative Agent shall, at the expense of the Company, take such actions as are appropriate and reasonably requested by the Company in connection therewith. Upon any disposition of Trademarks or Licenses by the Company permitted under this Agreement or the Credit Agreement, such Trademarks or Licenses shall be sold or otherwise disposed of free and clear of the Lien and the obligations created by this Agreement, and the Administrative Agent shall, at the expense of the Company, take such actions as are appropriate and reasonably requested by the Company in connection therewith.

8. Covenants. (A) The Company (either itself or through its licensees or its sublicensees) shall, for each Trademark material to the conduct of the Company's present and prospective business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for nonuse, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(B) The Company shall notify the Administrative Agent promptly if it knows that any Trademark material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or similar office in any country) regarding the Company's ownership of any such Trademark, its right to register the same, or to keep and maintain the same.

(C) If the Company, either itself or through any agent, employee, licensee or designee, files an application for any Trademark (or for the registration of any Trademark) with the United States Patent and Trademark Office or any office or agency in any political subdivision of the United States, the Company shall give written notice to the Administrative Agent not less frequently than on a quarterly basis and, upon request of the Administrative Agent, execute and deliver any and all arrangements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest in such Trademark, and the Company hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(D) The Company shall take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office or any office or agency in any political subdivision of the United States to maintain and pursue each application relating to the Trademarks that are material to the conduct of the Company's present and prospective business (and to obtain the relevant grant or registration) and to maintain each issued Trademark that is material to the conduct of the Company's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties; provided that, the foregoing shall not limit the Company's ability to sell or dispose of Trademarks to the extent permitted by this Agreement or the Credit Agreement.

(E) In the event that the Company knows that any Collateral consisting of a Trademark material to the conduct of the Company's business has been or is about to be infringed, misappropriated or diluted by a third party, the Company promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and to take such other actions as are appropriate under the circumstances to protect such Collateral.

F) Upon and during the continuance of an Event of Default, the Company shall use its best efforts to obtain all requisite consents or approvals by the licensor of each License to effect the assignment of all of the Company's right, title and interest thereunder to the Administrative Agent or its designee.

9. The Administrative Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent has the right, but is not obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent commences any such suit, the Company shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. The Company shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 9 (including, without limitation, fees and expenses of attorneys and paralegals for the Administrative Agent).

10. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Company of any provision of this Agreement does not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor does any course of dealing between the Company and the Administrative Agent have such effect. No single or partial exercise of any right under this Agreement precludes any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Company contained in this Agreement are deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Company specifying such suspension or waiver.

11. Severability. Whenever possible, each provision of this Agreement is interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision is 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 of such clause or provision, in such jurisdiction, and does 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.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 or by a writing signed by the Company and the Administrative Agent.

13. Cumulative Remedies; Power of Attorney. (A) The Company irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as the Company's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in the Company's or the Administrative Agent's name, to take any action and execute any instrument to the extent necessary to accomplish the purposes of this Agreement, from and after the occurrence and during the continuance of an Event of Default and the giving by the Administrative Agent of notice to the Company of the Administrative Agent's intention to enforce its rights and claims against the Company, to (i) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its best interest. The Company ratifies all that such attorney-in-fact lawfully does or causes to be done by virtue of the provisions of this Section 13. This power of attorney is coupled with an interest and is irrevocable until all of the Obligations due and payable have been paid in full in cash and the Credit Agreement has been terminated. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent under the Credit Agreement or any of the Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

(B) The Administrative Agent has, 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 the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuation of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Company agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established by this Agreement, the Credit Agreement, the Security Agreement or any other Loan Documents or by law, are cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth in this Agreement to the contrary, it is expressly agreed that upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, the Security Agreement and any other Loan Documents.

14. Successors and Assigns. This Agreement is binding upon the Company and its successors and assigns and inures to the benefit of the Administrative Agent and its permitted successors and assigns. The Company's successors and assigns include, without limitation, a receiver, trustee or debtor-in-possession of or for the Company; provided, however, that the Company shall not voluntarily assign or transfer its rights or obligations under this Agreement without the Administrative Agent's prior written consent, which consent shall not be unreasonably withheld.

15. Governing Law. The Administrative Agent and the Company accept this Agreement at Cleveland, Ohio by signing and delivering it there. Any dispute between the Administrative Agent and the Company arising out of, connected with, related to or incidental to the relationship between them in connection with this Agreement, and whether arising in contract, tort, equity or otherwise, shall be resolved in accordance with the internal laws (as opposed to conflict of laws provisions) of the State of Ohio.

16. Notices. All notices or other communications under this Agreement shall be given in accordance with the terms of the Credit Agreement.

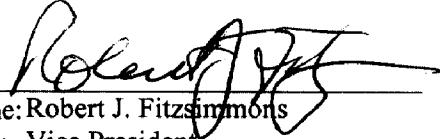
17. Section Titles. The section and paragraph titles of this Agreement are for convenience of reference only, and do not affect in any way the interpretation of any of the provisions of this Agreement.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same agreement.

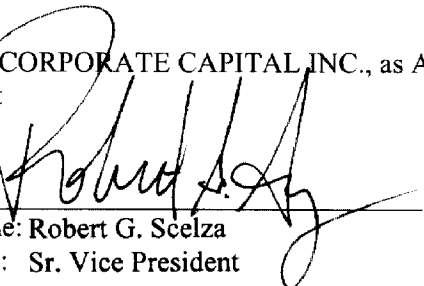
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

SELIG SEALING PRODUCTS, INC.

By:   
Name: Robert J. Fitzsimmons  
Title: Vice President

KEY CORPORATE CAPITAL INC., as Administrative Agent

By:   
Name: Robert G. Scelza  
Title: Sr. Vice President

STATE OF: Ohio )  
COUNTY OF: Cuyahoga )

The foregoing Trademark Security Agreement was acknowledged before me this 13 day of June, 2002, by Robert J. DeGroot, Vice President of Selig Sealing Products, Inc., an Illinois corporation, on behalf of such corporation.

[Signature]  
Notary Public

My commission expires: 9/14/06



STATE OF: Ohio )  
COUNTY OF: Cuyahoga )

The foregoing Trademark Security Agreement was acknowledged before me this 13 day of June, 2002, by Robert Kelly, the Senior Vice President of Key Corporate Capital Inc. on behalf of such association.

Leila J. Montgomery  
Notary Public

My commission expires: 9/10/02

**Schedule I**

**Schedule of Trademarks**

(iii) Registered Trademarks:

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Sure-Tab	2,302,385	12/21/99
Selig	2,144,354	3/17/98

(iv) Trademarks Applied For:

<b>Mark</b>	<b>Registration No.</b>	<b>Filing Date</b>
Polysan	N/A	To be filed
Ester-Foil	N/A	To be filed
Foilseal	N/A	To be filed

**Schedule II**

**Schedule of Trademark Licenses**

None.