

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

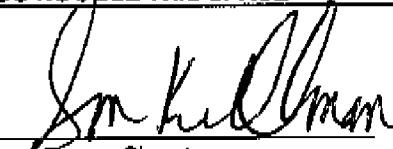
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Annin & Co., Inc.</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 <u>New Jersey</u></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: <u>Mellon Bank, N.A.</u> Internal Address: _____ Address: _____ Street Address: <u>1735 Market Street, 6th Floor</u> City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association <u>National Banking Association</u> <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>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</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 21, 2000</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/592627</u></p>	<p>B. Trademark Registration No.(s) <u>1,003,761</u> <u>104,313; 105,775</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Elizabeth A. Grzywacz</u> Internal Address: <u>Wolf, Block, Schorr and Solis-Cohen LLP</u> <u>22nd Floor</u> Street Address: <u>1650 Arch Street</u> City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103-2097</u></p>	<p>6. Total number of applications and registrations involved: 25</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>640.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>23-2820</u></p>
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DO NOT USE THIS SPACE

<p>9. Signature. <u>Suzanne M. Kullman</u> Name of Person Signing</p>	<p style="text-align: center;"> Signature</p>	<p style="text-align: center;"><u>12/13/02</u> Date</p>
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Total number of pages including cover sheet, attachments, and document: 19

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

P. 2 RECORDATION FORM COVER SHEET - CONTINUED

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due</i>							
AMERI-GLOSS							
UNITED STATES	3124 12/25/2000 AFFIDAVIT W/RENEWAL	04/03/1990	74/045,568	12/25/1990	1,629,225	REGISTERED	24
BULLDOG							
UNITED STATES	T00663US0 06/18/2007 AFFIDAVIT W/RENEWAL	08/17/1956	72/014,134	06/18/1957	647,167	REGISTERED	24
UNITED STATES	T00663US1 01/19/2005 AFFIDAVIT W/RENEWAL	05/18/1964	72/193,638	01/19/1965	783,774	REGISTERED	20,24
CHAMPION							
UNITED STATES	T00602US0 08/18/2003 AFFIDAVIT W/RENEWAL	06/02/1981	73/312,853	08/16/1983	1,248,401	REGISTERED	24
D DETTRA							
UNITED STATES	T00062US0 09/03/2001 AFFIDAVIT W/RENEWAL	12/04/1989	74/007,740	09/03/1991	1,655,578	REGISTERED	24,20
D-BRITE							
UNITED STATES	T01965US0 02/16/2005 AFFIDAVIT OF USE	02/03/1998	75/428,320	02/16/1999	2,224,306	REGISTERED	24
D-BRITE & Design							
UNITED STATES	T00006US0	03/27/1996	75/079,231			ABANDONED	24
DET-GLO							
UNITED STATES	T00005US0 07/22/2003 AFFIDAVIT OF USE	03/27/1996	75/079,230	07/22/1997	2,082,468	REGISTERED	24
DETCO							
UNITED STATES	T00462US0 10/06/2001 AFFIDAVIT W/RENEWAL	04/26/1980	73/260,089	10/06/1981	1,172,352	REGISTERED	24
DETTRA FLAG PRODUCTS AND DESIGN							
UNITED STATES	T00782US0 01/10/2008 AFFIDAVIT W/RENEWAL	04/26/1927	71/247,990	01/10/1928	237,330	REGISTERED	20,24
DURA-LITE							
UNITED STATES	T00362US0 02/21/2000 AFFIDAVIT W/RENEWAL	11/29/1947	71/542,748	02/21/1950	521,143	REGISTERED	24

P. 3 - RECORDATION FORM COVER SHEET

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due</i>							
EVER-WAVE							
UNITED STATES	T02203US0 10/12/2005 AFFIDAVIT OF USE	07/02/1998	75/512,778	10/12/1999	2,265,069	REGISTERED	24
EVERWEAR							
UNITED STATES	T00364US0 06/06/2000 AFFIDAVIT W/RENEWAL	02/08/1949	71/573,474	06/06/1950	526,122	REGISTERED	24
GLORY-GLOSS							
UNITED STATES	T01089US0	02/08/1949	71/573,475	06/06/1950	523,123	ABANDONED	24
HI-FLI							
UNITED STATES	3124-US 01/08/2001 AFFIDAVIT W/RENEWAL	04/03/1990	74/045,395	01/08/1991	1,630,903	REGISTERED	24
LUSTRO							
UNITED STATES	T00698US0 08/13/2005 AFFIDAVIT W/RENEWAL	01/29/1985	73/519,776	08/13/1985	1,354,160	REGISTERED	24
POLYWEAR							
UNITED STATES	T01984US0 01/01/2001 AFFIDAVIT W/RENEWAL	04/03/1990	74/045,394	01/01/1991	1,630,117	REGISTERED	24
ROYAL-OAKS							
UNITED STATES	T00363US0 04/11/2000 AFFIDAVIT W/RENEWAL	02/11/1949	71/573,710	04/11/1950	523,983	REGISTERED	24
SENTRY							
UNITED STATES	T00755US0 02/07/2007 AFFIDAVIT W/RENEWAL	05/09/1966	72/245,172	02/07/1967	823,740	REGISTERED	20
UNITED STATES	T00758US1	05/09/1966	72/245,173	02/07/1967	823,684	ABANDONED	24
SENTRY & DESIGN							
UNITED STATES	T00756US0 02/07/2007 AFFIDAVIT W/RENEWAL	05/09/1966	72/245,171	02/07/1967	823,739	REGISTERED	24

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT ("Security Agreement") is made effective as of the 21st day of November, 2000 by and between ANNIN & CO., INC., a New Jersey corporation ("Assignor"), and MELLON BANK, N.A. ("Agent").

BACKGROUND

A. Pursuant to that certain Loan, Security and Reimbursement Agreement dated November 21, 2000 by and among Agent, the Lenders from time to time party thereto (the "Lenders") and Assignor (such Loan, Security and Reimbursement Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"), Lenders agreed to extend to Assignor the following credit facilities:

- i) a Twenty Million Sixteen Thousand Nine Hundred Fifty-Seven and 18/100 Dollar (\$20,016,957.18) revolving line of credit;
- ii) a Three Million Eight Hundred Thirty-One Thousand Two Hundred Sixty-Two Dollar (\$3,831,262.00) term loan; and
- iii) a Five Hundred Thousand Dollars (\$500,000.00) non-revolving capital expenditure line of credit.

Agent also agreed to issue a Three Million Eight Hundred One Thousand Seven Hundred Eighty and 82/100 Dollar (\$3,801,780.82) direct pay letter of credit for the account of Assignor.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Agent for the pro rata benefit of Lenders a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

C. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Loan 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, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Assignor to Agent and/or any Lender, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Loan Agreement, the Loan Documents and the Notes, and

the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Agent and/or any Lender, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Agent and/or any Lender, including any guaranty or surety obligations of Assignor owed to Agent and/or any Lender, and the undertakings of Assignor to immediately pay to Agent and/or any Lender the amount of any overdraft on any deposit account maintained with Agent and/or any Lender are sometimes hereinafter referred to collectively as the "**Lender Indebtedness**".

2. Security Interests.

(a) Patents, Copyrights and Licenses. To secure the complete and timely payment and satisfaction of all Lender Indebtedness, Assignor hereby assigns, mortgages and pledges to Agent for the pro rata benefit of Lenders and grants to Agent for the pro rata benefit of Lenders 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 law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in Section 2(b), below, the "**Collateral**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit "A", attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, 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, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

(b) Trademarks. To secure the complete and timely payment and satisfaction of all Lender Indebtedness, Assignor hereby mortgages and pledges to Agent for the pro rata benefit of Lenders and grants to Agent for the pro rata benefit of Lenders 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 law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in Section 2(a), above, the "Collateral"):

(i) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "B", attached hereto and made a part hereof, 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, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. Restrictions on Future Agreements. Assignor agrees that until all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Agent or any Lender under this Security Agreement.

4. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent to modify this Security Agreement by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or

Licenses, as applicable, under Section 2 above or under this Paragraph 4. Assignor hereby agrees to provide to Agent such assignment or other documentation as Agent may request to record Lenders' and Agent's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignor hereby agrees that the use by Agent of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges by Assignor to Agent. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Lender Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Agent's Right to Inspect.** Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Agent; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Agent's express written consent; and (iv) to provide Agent, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Lender Indebtedness and termination of the Loan Agreement, Agent shall execute and deliver to Assignor a termination of Agent's and Lenders' security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any material patent, trademark and copyright application pending as of the date hereof or thereafter until all Lender Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all material rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any material right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Agent, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence of an Event of Default, as defined in the Loan Agreement, Agent may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Agent by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Agent may, through the power of attorney granted in Section 14 hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions

in Assignor's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Agent or any other person or entity selected by Agent.

10. Agent's Right to Sue. Upon and during the continuance of any Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 10**.

11. Waivers. No course of dealing between Assignor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement 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.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be 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.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Agent's and Lenders' rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to protect, evidence, perfect or enforce Agent's and Lenders' security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent and/or Lenders, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Agent, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Agent. Agent may act under such power of attorney to take the actions referenced in **Section 4**. Assignor 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 all Lender Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security 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 Patents, Trademarks, Copyrights or Licenses may be located.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Agent, Lenders, their nominees, successors and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

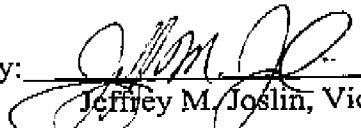
ASSIGNOR:

ANNIN & CO., INC.

By: 
C. Lee Beard, President

AGENT:

MELLON BANK, N.A., as Agent

By: 
Jeffrey M. Joslin, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF PHILADELPHIA :

On this 2nd day of November, 2000, before me, a Notary Public, personally appeared **JEFFREY M. JOSLIN**, who acknowledged himself/herself to be a duly acting Vice President of **MELLON BANK, N.A.** and that he/she as such officer, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his/her name as such officer on behalf of the Agent.

Karen R. Lebens

Notary Public
My Commission Expires:

Notarial Seal
Karen R. Lebens, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Mar. 9, 2002
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF PHILADELPHIA :

On this 2nd day of November, 2000, before me, a Notary Public, personally appeared **C. LEE BEARD**, who acknowledged himself/herself to be the duly elected President of **ANNIN & CO., INC.**, a New Jersey corporation, and that ~~he/she~~ as such President, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing ~~his/her~~ name as such President on behalf of Assignor.

Karen R. Lebens

Notary Public
My Commission Expires:

Notarial Seal
Karen R. Lebens, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Mar. 9, 2002
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

PATENTS and PATENT APPLICATIONS

NONE

EXHIBIT "B"

**TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADE NAMES, TRADEMARK APPLICATIONS**

See Attached

SCHEDULE
OF
ANNIN & CO., INC.
TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Class #</u>	<u>Registration #</u>	<u>Filing/Renewal Date</u>	<u>Expiration Date</u>
1. EMPIRE BRAND	US	24	1,003,761	February 4, 1995	February 4, 2005
2. DEFIANCE	US	24	104,313	May 18, 1995	May 18, 2005
3. RELIANCE	US	24	105,775	August 17, 1995	August 17, 2005

Names being re-registered as of August 2000

1. Nyl-Glo
2. Tough-Tex
3. Colonial Nyl-Glo
4. Armin
5. Nyl-Brite
6. Nyl-Glo Colorfast
7. Tough-Tex Colorfast

TRADEMARK APPLICATION

<u>Trademark Application</u>	<u>Filing Date</u>	<u>Application Serial No.</u>
TOUCH-TEX MILLENNIUM 2000 COLORFAST	11/19/1998	75/592627

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UNITED STATES	T00462US0	04/26/1980	73/260,089	10/06/1981	1,172,352	REGISTERED	24
	10/06/2001 AFFIDAVIT W/RENEWAL						
DETTRA FLAG PRODUCTS AND DESIGN							
UNITED STATES	T00782US0	04/26/1927	71/247,990	01/10/1928	237,330	REGISTERED	20,24
	01/10/2008 AFFIDAVIT W/RENEWAL						
DURA-LITE							
UNITED STATES	T00362US0	11/29/1947	71/542,748	02/21/1950	521,143	REGISTERED	24
	02/21/2000 AFFIDAVIT W/RENEWAL						

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due</i>							
EVER-WAVE							
UNITED STATES	T02203US0	07/02/1998	75/512,778	10/12/1999	2,285,069	REGISTERED	24
	10/12/2005 AFFIDAVIT OF USE						
EVERWEAR							
UNITED STATES	T00364US0	02/08/1949	71/573,474	06/06/1950	528,122	REGISTERED	24
	06/06/2000 AFFIDAVIT W/RENEWAL						
GLORY-GLOSS							
UNITED STATES	T01089US0	02/08/1949	71/573,475	06/06/1950	523,123	ABANDONED	24
HI-FLI							
UNITED STATES	3124-US	04/03/1990	74/045,395	01/08/1991	1,630,903	REGISTERED	24
	01/08/2001 AFFIDAVIT W/RENEWAL						
LUSTRO							
UNITED STATES	T00698US0	01/29/1985	73/519,776	08/13/1985	1,354,160	REGISTERED	24
	08/13/2005 AFFIDAVIT W/RENEWAL						
POLYWEAR							
UNITED STATES	T01964US0	04/03/1990	74/045,394	01/01/1991	1,630,117	REGISTERED	24
	01/01/2001 AFFIDAVIT W/RENEWAL						
ROYAL-OAKS							
UNITED STATES	T00363US0	02/11/1949	71/573,710	04/11/1950	523,983	REGISTERED	24
	04/11/2000 AFFIDAVIT W/RENEWAL						
SENTRY							
UNITED STATES	T00755US0	05/09/1966	72/245,172	02/07/1967	823,740	REGISTERED	20
	02/07/2007 AFFIDAVIT W/RENEWAL						
UNITED STATES	T00755US1	05/09/1966	72/245,173	02/07/1967	823,684	ABANDONED	24
SENTRY & DESIGN							
UNITED STATES	T00756US0	05/09/1966	72/245,171	02/07/1967	823,739	REGISTERED	24
	02/07/2007 AFFIDAVIT W/RENEWAL						

EXHIBIT "C"

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NONE

EXHIBIT "D"

LICENSES or LICENSE AGREEMENTS

NONE

BLU-102372_1/LKR2672/MEL047-151545

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RECORDED: 12/13/2002

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