

10-17-2002

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OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102252372

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

1. Name of conveying party(ies):

VyTech Industries, Incorporated

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

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

3. Nature of conveyance:

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

Execution Date: 10/3/02

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal

Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking 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

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

A. Trademark Application No.(s) _____
see Schedule 1 attached hereto

B. Trademark Registration No.(s) _____
see Schedule 1 attached hereto

Additional number(s) attached Yes No

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

Name: Sharon Patterson

Internal Address: Goldberg Kohn, et al

Street Address: 55 E. Monroe Street, Ste. 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: _____

12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson

Name of Person Signing

Sharon S. Patterson

Signature

10/9/02

Date

Total number of pages including cover sheet, attachments, and document: 7

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

10/16/2002 ANNED1 00000125 1660877

01 FC:0521
02 FC:0522

40.00 DP
275.00 DP

TRADEMARK
REEL: 002600 FRAME: 0100

TRADEMARK SECURITY AGREEMENT

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

| <u>Trademark</u> | <u>U.S. Registration No.</u> |
|------------------|------------------------------|
| April Showers | 1,660,877 |
| Atlas 96 | 1,283,336 |
| Atlas Ultra V | 2,301,463 |
| Colonnade | 1,310,094 |
| Calais | 1,694,470 |
| Flanders | 1,308,087 |
| Glastex | 2,006,490 |
| Tontine | 124,137 |
| Tontine | 432,889 |
| Triglas | 1,654,359 |
| Vygard | 2,506,208 |

U.S. TRADEMARK APPLICATIONS

| <u>Trademark</u> | <u>Serial No.</u> |
|------------------|-------------------|
| Vapornet | 76/280,079 |

FOREIGN TRADEMARK REGISTRATIONS

| <u>Trademark</u> | <u>Country</u> | <u>Registration No.</u> |
|------------------|----------------|-------------------------|
| Tontine | Canada | TMDA 38073 |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 3rd day of October, 2002 by VyTech Industries, Incorporated, a Delaware corporation ("Grantor") in favor of Harris Trust and Savings Bank ("Grantee").

WITNESSETH

WHEREAS, Grantor and Grantee are entering into that certain Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee will make loans and other financial accommodations to or for the benefit of Grantor; and

WHEREAS, pursuant to the terms of that certain Security Agreement to be entered into by and between Grantor and Grantee as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including without limitation all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising trademark applications and registrations and trademarks, trade names, trademark licenses and trade styles (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications) (collectively, "Trademarks") to secure the payment of all amounts owing by Grantor to Grantee under the Credit 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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Security Agreement 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark registration and application listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor 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 licenses and covenants by Grantor not to sue third persons (but subject to any Liens permitted under Section 8.12 of the Credit Agreement);

(ii) Grantor has no notice of any suits or actions commenced or threatened in writing with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and the Security Agreement have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall 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 transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. During the existence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the Credit Agreement and the Security Agreement have been terminated, Grantor shall (i) obtain any new Trademark registrations (or file any new Trademark registration applications) of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademark registrations, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

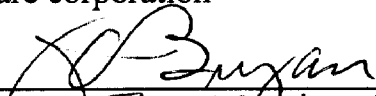
7. Duties of Grantor. Grantor shall, to the extent reasonably necessary in connection with the Grantor's business, (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks and (iii) ensure that the Trademarks are and remain enforceable.

8. Grantee's Right to Sue. During the existence of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor 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 Obligations shall have been paid in full and the Credit Agreement and the Security Agreement have been terminated. Grantor hereby further acknowledges and agrees that any use by Grantee of the Trademarks provided for under this Agreement shall be worldwide, except as limited by applicable law, and without any liability for royalties or related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

VYTECH INDUSTRIES, INCORPORATED, a
Delaware corporation

By 
Name JAMES A. Bryant
Title VP OF FINANCE

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