

10-22-2002



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

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): Gantrade Corporation MRD 10-15-02
Individual(s) Association General Partnership Limited Partnership Corporation-State--New York Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Congress Financial Corporation Internal (Southwest) Address: Street Address: 1201 Main Street, Suite 1625 City: Dallas State: TX Zip: 75202
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Texas Other
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 Assignment of Trademark Security Agreement
Execution Date: May 30, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 382669, 635018, 757068, 780782, 792007
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Deborah M. Lodge Internal Address: Patton Boggs LLP Street Address: 2550 M Street, N.W. City: Washington State: DC Zip: 20037
40.00 CH 100.00 CH

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$140 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 50-0709 (Attach duplicate copy of this page if paying by deposit account)

10/21/2002 TDIAZ1 00000071 500709 382669 01 FC:8521 02 FC:8522

OFFICE OF PUBLIC RECORDS 2002 OCT 15 9 52 AM FINANCE SECTION

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. Deborah M. Lodge Signature Date 10/9/02

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK REEL: 002602 FRAME: 0357

**ASSIGNMENT OF ASSIGNMENT OF TRADEMARK SECURITY
AGREEMENT**

This ASSIGNMENT between GANTRADE CORPORATION ("Gantrade"), owner of a security interest granted by AMERIPOL SYNPOL CORPORATION ("ASC") pursuant to that Assignment of Trademark Security Agreement, dated as of April 4, 2002 (the "Assignment Agreement" attached hereto as Exhibit B), which assigned to Gantrade the Trademark Security Agreement, dated as of December 17, 1992, by and between ASC and JPMORGAN CHASE BANK, successor-in-interest to Texas Commerce Bank National Association, and CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation ("Congress"), covering the various Trademarks, Trade Names and other intellectual property described on Exhibit A attached hereto and made a part hereof.

WHEREAS Gantrade is the owner of the Assignment Agreement; and

WHEREAS Congress is desirous of acquiring said interest in the Assignment Agreement and the name and goodwill associated therewith;

NOW THEREFORE the parties agree as follows:

For One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby paid by Congress to Gantrade, the receipt of which is hereby acknowledged by Gantrade, Gantrade hereby assigns unto Congress all of its rights, title and interest in and to said Assignment Agreement, including all common law rights connected therewith, together with the goodwill of the business associated with and symbolized by the items shown on Exhibit A attached hereto.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

GANTRADE CORPORATION

By: [Signature]
Name: Gregory J Blasi
Title: Secretary

Date: May 30, 2002

THE STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

On the 30th day of May in the year 2002, before me personally came Gregory Blasi, to me known, who, being by me duly sworn, did depose and say that he/she resides in New York State; that he/she is the Secretary of GANTRADE CORPORATION, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

[SEAL]

[Signature: Beth Fitzgerald]

Notary Public in and for the
State of NEW YORK

Printed Name: _____

BETH FITZGERALD
Notary Public, State of New York
No. 47-74680
Qualified in New York County
Commission Expires May 31, 2002

My Commission Expires: _____

EXHIBIT A

TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>COUNTRY</u>
AMERIPOL	382669	UNITED STATES
AMERIPOL MICRO-BLACK	757068	UNITED STATES
E-BR	792007	UNITED STATES
SYNPOL	635018	UNITED STATES
TRAXOL	780782	UNITED STATES

EXHIBIT B

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

(See Attached)

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS Assignment of Trademark Security Agreement ("Assignment") dated as of April 4, 2002, is executed and delivered by JPMORGAN CHASE BANK, a New York banking corporation and successor in interest to Texas Commerce Bank National Association, as agent to the Banks (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent"), to GANTRADE CORPORATION (the "Assignee"), a New York corporation.

WHEREAS, Ameripol Synpol Corporation ("ASC"), a Delaware corporation, Agent and certain financial institutions a party thereto from time to time (collectively, the "Banks" and each a "Bank") have entered into an amended and restated Loan Agreement dated as of October 1, 1997 (as amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, ASC and Texas Commerce Bank National Association, as Agent on behalf of the Banks, have entered into a Trademark Security Agreement dated as of December 17, 1992, a copy of which is attached hereto as EXHIBIT A and hereby made a part hereof, which Trademark Security Agreement was within the contemplation of the Loan Agreement; and

WHEREAS, the Loan Agreement is being retired contemporaneously herewith and Agent is now willing to transfer, set over and assign all of its right, title and interest in and to said Trademark Security Agreement to Assignee.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

1. Agent does hereby transfer, set over and assign to Assignee all of Agent's right, title and interest in and to said Trademark Security Agreement, including, without limitation, the security interest established thereby.
2. Without further consideration and at Assignee's expense, Agent shall execute and deliver to Assignee such instruments as Assignee may reasonably request in order to evidence and give effect to the transfer, setting over and assignment contemplated by this Assignment with respect to said Trademark Security Agreement.
3. This Assignment shall be binding upon, and inure to the benefit of, Agent and Assignee and their respective successors and assigns.
4. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Assignment shall not be affected thereby, and this Assignment shall be liberally construed so as to carry out the intent of Agent and Assignee.
5. This Assignment shall be governed by and construed in accordance with the applicable laws of the State of New York and the United States of America from time to time in effect.

IN WITNESS WHEREOF, Agent has caused this Assignment to be duly executed by its officer thereunto duly authorized as of day and year first above written.

JPMORGAN CHASE BANK, as Agent

By: [Signature]
Name: THOMAS F. MAHER
Title: MANAGING DIRECTOR

THE STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

On the 4th day of April in the year 2002, before me personally came Thomas F. Maher, to me known, who, being by me duly sworn, did depose and say that he/she resides in UPPER SADDLE RIVER, NJ; that he/she is the Managing Director of JPMORGAN CHASE BANK, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

[SEAL]

[Signature]
Notary Public in and for the
State of NEW YORK
Printed Name: Margarita Ortiz

My Commission Expires:
May 1, 2002

Margarita Ortiz
Notary Public, State of New York
Registration #010R6041062
Qualified in Queens County
My Commission Expires May 1, 2002

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 17, 1992, is by and between AMERIPOL SYNPOL CORPORATION (the "Debtor"), a corporation duly organized and validly existing under the laws of the State of Delaware, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, as agent for the Banks (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent").

WHEREAS, Debtor, Agent and certain financial institutions a party thereto from time to time (collectively, the "Banks" and each a "Bank") have entered into a Loan Agreement of even date herewith (as the same may be amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, Debtor and Agent on behalf of Banks have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Loan Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Company does hereby grant to Agent on behalf of Banks a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) (x) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, described in Schedule 1 attached hereto, and all prints and labels on which said trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including, without limitation, registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, and (y) all reissues,

continuations, continuations-in-part, extensions or renewals thereof (each of the items listed in the preceding clauses (x) and (y) is herein called a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Banks pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Loan Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of December 17, 1992.

AMERIPOL SYNPOL CORPORATION,
as Debtor

By: Mahendra Parekh
Mahendra Parekh,
President

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION, as Agent

By: Steve Nordaker
Steve Nordaker,
Senior Vice President

Attachment:

Schedule 1 - Trademarks

THE STATE OF NEW YORK §
COUNTY OF NEW YORK §

This instrument was acknowledged before me on December 16, 1992, by Mahendra Parekh, President of AMERIPOL SYNPOL CORPORATION, a Delaware corporation, on behalf of said corporation.

Concetta P. Leo

Notary Public in and for the
State of NEW YORK
Printed Name: CONCETTA P. LEO

[SEAL]

My Commission Expires:
*Notary Public, State of New York
Commission Expires September 10, 1993*

THE STATE OF NEW YORK §
COUNTY OF NEW YORK §

This instrument was acknowledged before me on December 16, 1992, by Steve Nordaker, Senior Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, on behalf of said association.

Concetta P. Leo

Notary Public in and for the
State of New York
Printed Name: CONCETTA P. LEO

[SEAL]

My Commission Expires:
*Notary Public, State of New York
Qualified in Otsego County
Commission Expires September 10, 1993*

SCHEDULE 1

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Country</u>
AMERIPOL	382669	UNITED STATES
AMERIPOL MICRO-BLACK	757068	UNITED STATES
I-BR	792007	UNITED STATES
SYNPOL	635018	UNITED STATES
TRAXOL	780782	UNITED STATES

my lock/ris/gstrade/locked