

12-11-2002

COVER SHEET
ONLY

U.S. DEPARTMENT OF
Patent and Trademark

126-03



Tab settings 000

To the Honorable Commissione

102308612

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Quantum Composites, Inc.

12-6-02

2. Name and address of receiving party(ies)

Heller Financial, Inc., as Agent

Internal Address: _____

Street Address : 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s)
- General Partnership
- Corporation-State OH
- Other _____

- Association
- Limited Partnership

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

- Individual(s) citizenship _____
- Association _____

- General Partnership _____
- Limited Partnership _____
- Corporation State _____

Other _____

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other Amendment to change #2,458,297

Merger

Change of Name

#2,485,297

Execution Date: May 17, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
2485,297

Additional numbers attached? NO

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

Name: _____

Internal Address: _____

FEDERAL RESEARCH CORP

1030 15th STREET NW

SUITE 920

Street Address: WASHINGTON DC 20005

City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations

1

7. Total fee (37 CFR 3.41) \$

40.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/10/2002 GTM11 00000054 2485297

DO NOT USE THIS SPACE

01 FC:18521 40.00 OP

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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

12/03/02
Date

8

Total number of pages including cover sheet, attachments, and

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



102118679

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To the Honorable Commissioner of Patent

and the attached original documents or copy thereof.

1. Name of conveying party(ies): QUANTUM COMPOSITES, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State OH, Other, Additional name(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies)

Heller Financial, Inc., as Agent

Internal Address, Street Address: 500 West Monroe Street, City: Chicago, State: IL, Zip: 60661

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

If assignee is not domiciled in the United States, a 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

Execution Date: May 17, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s) - NONE -

B. Trademark Registration 2,458,297 2,529,599

Additional numbers attached? NO

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

Name: FEDERAL RESEARCH CORP, 400 SEVENTH STREET NW, SUITE 101, WASHINGTON DC 20004

6. Total number of applications and registrations

2

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

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/12/2002 GTON11 00000076 2458297

DO NOT USE THIS SPACE

01 FC:481 40.00 OP, 02 FC:482 25.00 OP

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 of the original document.

Rebecca L. Foley, Name of Person

Signature of Rebecca L. Foley

June 4, 2002, Date

Total number of pages including cover sheet, attachments, and

5

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, QUANTUM COMPOSITES, INC., an Ohio corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Premix, Inc., an Ohio corporation ("Borrower") has entered into a Second Amended and Restated Credit Agreement dated as of May 28, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

WHEREAS, Grantor is a wholly owned subsidiary of Borrower and has guaranteed the payment and performance of Borrower's Obligations pursuant to that certain Guaranty dated May 28, 1999 (the "Guaranty"); and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of May 17, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and other Loan Documents to which it is a party;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

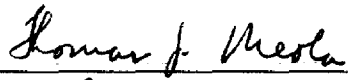
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 11th day of May, 2002.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

By: 
Title: Vice President

QUANTUM COMPOSITES, INC.

By: 
Title: CEO

ACKNOWLEDGMENT

STATE OF Ohio)
)
COUNTY OF Ashtabula) SS

On the 17th day of May, 2002 before me personally appeared Thomas Meola, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CFO of Quantum Composites, Inc., an Ohio corporation, who being by me duly sworn, did depose and say that he is CFO of Quantum Composites, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Barbara Webster
Notary Public

{Seal}

My commission expires:

BARBARA WEBSTER
Notary Public - State of Ohio
My Commission Expires Jan 20, 2003

Quantum Composites, Inc.

U.S. Trademark Registrations

Mark (Application)	Registration No.	Registration Date
COMPAREM	2,485,297	09/04/2001
PEMTEX	2,529,599	01/15/ 2002