TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Union Pen Company, Inc.	Centillion Corp.	02/29/2000	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Argosy Investment Partners, L.P.
Street Address:	950 West Valley Road
Internal Address:	Suite 2900
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA

Name:	The Bank of New York
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1260779	UNIPECO
Registration Number:	1243609	ROLLERMARK
Registration Number:	1263965	UNIPECO
Registration Number:	1266286	SLEEK WRITER

CORRESPONDENCE DATA

Fax Number: (612)632-4347
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612 632-3347

CH $115.00 1260779

Email: gwen.spurrier@gpmlaw.com
Correspondent Name: Gwen Spurrier
Address Line 1: P.O. Box 2906
Address Line 4: Minneapolis, MINNESOTA 55402-0906

ATTORNEY DOCKET NUMBER:	95059-US-001
NAME OF SUBMITTER:	Gwen Spurrier

Total Attachments: 21
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT is between **CENTILLION CORP.**, a Connecticut corporation "Centillion"), **SERVICE CUSTOMIZING CORP.**, a Connecticut corporation ("SCC"; Centillion and SCC individually a "Borrower" and collectively the "Borrowers") and **ARGOSY INVESTMENT PARTNERS, L.P.**, a Pennsylvania limited partnership ("Secured Party" or "Lender").

WHEREAS, Centillion and Secured Party are on or about the date hereof entering into a Securities Purchase Agreement (the "Purchase Agreement") pursuant to which Secured Party is, among other things, purchasing from Borrowers a 12% Senior Subordinated Debenture (as amended, restated or otherwise modified from time to time, the "Debenture"); and

WHEREAS, it is a condition precedent to Secured Party's performance of its obligations under the Purchase Agreement that Borrowers execute this Security Agreement; and

WHEREAS, Centillion is obtaining senior financing (the "Senior Loan") from Bank of New York (the "Senior Lender") and the security interest granted herein is subordinate to the security interest granted to such Senior Lender as provided in a subordination agreement dated on or about the date hereof to which the Senior Lender and Secured Party are parties (as amended, restated, or otherwise modified from time to time, the "Senior Lender Subordination Agreement");

NOW THEREFORE, intending to be legally bound, Borrowers and Secured Party agree as follows:

1. Definitions. Whenever used herein the following terms shall, unless the context otherwise requires, have the following respective meanings:

Account Debtor - any person who is or may become obligated under or on account of an Account.

Accounts - all accounts, contract rights, chattel paper, instruments and documents, whether now owned or hereafter created or acquired by a Borrower or in which a Borrower now has or hereafter acquires any interest.

Collateral - all of the following property, and interests in such property of a Borrower, whether now owned or existing or hereafter created, acquired or arising and wheresoever located:

(i) Accounts;

(ii) Inventory;

(iii) Equipment;

(iv) General Intangibles;

(v) All monies and other property of any kind now or at any time or times hereafter in the possession or under the control of Secured Party or a bailee or affiliate of Secured Party;

(vi) All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of (i) through (v) above, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the Collateral; and

(vii) All books and records (including, without limitation, customer lists, credit, files, computer programs, print-outs and other computer materials and records) of Borrowers pertaining to any of (i) through (vi) above.

Equipment - all machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles and other tangible personal Property (other than Inventory) of every kind and description used in a Borrower's operations or owned by a Borrower or in which a Borrower has an interest, whether now owned or hereafter acquired by a Borrower and wherever located, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor.

General Intangibles - all personal property of a Borrower (including things in action) other than goods, Accounts, chattel paper, documents, instruments and money, whether now owned or hereafter created or acquired by a Borrower.

Inventory - all of a Borrower's inventory, whether now owned or hereafter acquired including, but not limited to, all goods intended for sale or lease by a Borrower, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in a Borrower's business; and all documents evidencing and General Intangibles relating to any of the foregoing, whether now owned or hereafter acquired by a Borrower.

Liabilities - all existing and future liabilities, whether absolute or contingent, of a Borrower to Secured Party of any nature whatsoever arising hereunder, under the Purchase Agreement, any Debenture or any other Operative Document (excluding therefrom any Warrant).

Person - an individual, a corporation, a limited liability company, a government or governmental subdivision or agency or instrumentality, a business trust, an estate, a trust, a partnership, a cooperative, an association, two or more Persons having a joint or common interest, or any other legal or commercial entity.

Prevailing Interest Rate - as of the date of determination the highest rate of interest payable by a Borrower under the Debenture.

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Proceeds - whatever is received when Collateral or Proceeds of Collateral is sold, exchanged, collected or otherwise disposed of and also includes payments and rights to payment under any policies of insurance with respect to any Collateral. The term also means the Account arising when the right to payment is earned under a contract right.

Property - any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

2. Grant of Security Interest. To secure the payment, promptly when due, and the punctual performance of all of the Liabilities, Borrowers hereby grant to Secured Party for its benefit a continuing lien upon and security interest in all of the Collateral, subject in priority only to the security interest of the Senior Lender as set forth in the Senior Loan Subordination Agreement. Borrowers, at their expense, shall take such actions (including, without limitation, the filing of Uniform Commercial Code financing statements) as shall be necessary or appropriate to perfect, and maintain perfection of, the security interest granted hereby.

3. Records and Certifications. Borrowers shall faithfully keep complete and accurate books, records and Equipment lists and make all necessary entries therein to reflect the quantities, costs, current values and locations of the Collateral and the transactions and facts giving rise to its Accounts, including without limit the identity and address of all Account Debtors and all payments, credits and adjustments to its Accounts. Borrowers shall keep Secured Party fully and accurately informed as to the location of all such books, lists and records. Borrowers shall permit Secured Party's agents during normal business hours and after reasonable notice, to have access to such books, lists and records and to any other records pertaining to each Borrower's business and to copy any such books, lists and records relating to the Collateral.

4. Maintenance of Collateral. Borrowers shall care for all of the Collateral and afford it suitable preventative maintenance under a formal schedule of preventative maintenance consistent with past practice and in a manner no less diligent than is normally accepted in its industry. Borrowers will pay the cost of all repairs to or maintenance of the Collateral and will not permit anything to be done that might in any way impair the value of any of the Collateral or any of the security intended to be afforded by this Agreement. Borrowers will adopt and conscientiously adhere to a well designed internal control system with respect to the Collateral capable of permitting Borrowers and Secured Party to identify readily at any time the location and condition of each and every item of the Collateral.

5. Title, etc. Each Borrower has acquired absolute and exclusive title to each and every item or unit of the Collateral owned by it free and clear of all liens, claims, security interests and other encumbrances, except the security interests of Senior Lender, the security interests created hereby in favor of Secured Party and the security interests disclosed in the Purchase Agreement, and each Borrower will warrant and defend its title to the Collateral, subject to the rights of Secured Party, against the claims and demands of all persons whomsoever. Without limiting the generality of the foregoing and except for security interests granted to secure payment of the Senior Loan, Borrowers will not pledge, assign or otherwise encumber, or permit any liens or security interests to attach to,

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any of the Collateral except liens permitted under Section 5.15 of the Purchase Agreement, nor permit any of the Collateral to be levied upon under any legal process. Borrowers will not permit an item of Equipment to become or be a fixture under the laws of the jurisdiction in which such item is located. Upon any breach of the foregoing covenant against encumbrances, Secured Party may discharge the encumbrance for the account of and without notice to Borrowers, and all reasonable expenses incurred by Secured Party in so doing, together with interest thereon at the Prevailing Interest Rate, shall be added to the Liabilities and shall be payable by Borrowers on demand. Without the prior written consent of Secured Party in each case, neither Borrower will sell, exchange, lease, lend, salvage, replace or otherwise dispose of any item or unit of the Collateral or any of such Borrower's rights therein, except that so long as Borrowers are not in default hereunder, Borrowers shall have the right in the ordinary course of business to process and sell their Inventory and to replace worn or exhausted items or units of Equipment with new items or units of Equipment of the same kind or character and having a market value equal to or greater than the market value of the replaced items or units when new.

6. Taxes and Liens. Borrowers will immediately notify Secured Party in the event there ever arises against any of the Collateral any lien, assessment, tax or other liability other than (a) the lien created hereby in favor of Secured Party or (b) the liens securing the Senior Loan. In any such event, whether or not such notice is given, Secured Party shall (unless such lien, assessment, tax or other liability is contested in good faith by Borrowers and an appropriate bond has been posted to stay the effect of any resulting lien) have the right (but shall be under no obligation) to pay any tax or other liability of Borrowers deemed by Secured Party in good faith to affect Secured Party's interests hereunder. Borrowers shall repay to Secured Party on demand all sums which Secured Party shall have paid under this section in respect of taxes or other liabilities of Borrowers, with interest thereon at the Prevailing Interest Rate, and Borrowers' liability to Secured Party for such repayment with interest shall be included in the Liabilities. Secured Party shall be subrogated to the extent of any such payment by it to all the rights and liens of the payee against Borrowers' assets. Borrowers shall furnish to Secured Party from time to time upon Secured Party's request proof satisfactory to Secured Party of the making of all payments or deposits required by applicable law to be made with respect to amounts withheld by Borrowers from wages and salaries of employees and amounts contributed by Borrowers on account of federal, state or other income or wage taxes and amounts due under the Federal Insurance Contributions Act or the Federal Unemployment Tax Act or any similar legislation.

7. Insurance. Borrowers shall maintain in full force and effect at all times on and after the Closing Date, and pay for insurance upon all Collateral wherever located and with respect to their respective businesses, covering casualty, hazard, public liability, business interruption and such other risks in such amounts and with such insurance companies as are reasonably satisfactory to Secured Party, including without limitation, credit insurance pursuant to a policy (a "Credit Insurance Policy") with respect to those Accounts owing by Account Debtors that are located outside of the United States of America, its territories or possessions. Borrowers shall deliver the originals or copies of such policies to Secured Party with lender's loss payable endorsements, in form satisfactory to Secured Party, naming Secured Party as loss payee, assignee or additional insured, as appropriate. Each policy of insurance or endorsement shall contain a clause requiring the insurer to give not less

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than 30 days prior written notice to Secured Party in the event of cancellation of the policy for any reason whatsoever and a clause specifying that the interest of Secured Party shall not be impaired or invalidated by any act or neglect of Borrowers or the owner of the Property or by the occupation of the premises for purposes more hazardous than are permitted by said policy. If Borrowers fail to provide and pay for such insurance, Secured Party may, at its option, but shall not be required to, procure the same and charge Borrowers therefor. Borrowers agree to deliver to Secured Party, promptly as rendered, true copies of all reports made in any reporting forms to insurance companies.

8. Control of and Access to Inventory and Equipment, Etc. Each Borrower shall maintain possession and control of its Inventory and Equipment at all times, provided that upon the occurrence of an Event of Default, Secured Party shall have the right to take possession of such Inventory and Equipment or any portion thereof, and for the purpose of taking custody of a Borrower's Inventory, each Borrower agrees that upon request of Secured Party it will lease warehousing space in such Borrower's own premises to Secured Party and will erect such structures and post such signs as Secured Party may, subject to the prior lien rights of the Senior Lender, require in order to place such Inventory under the exclusive control of Secured Party. Notwithstanding any taking of possession by Secured Party of any Inventory or Equipment, the same shall remain at all times at Borrowers' sole risk, and to the fullest extent permitted by law Secured Party shall not be responsible for any loss, damage or diminution in the value thereof. If any Inventory or Equipment is or becomes evidenced by a Document of Title, Secured Party may require Borrowers to promptly deliver the same to Secured Party appropriately endorsed to Secured Party's order. All costs of transportation, packaging, custody, processing, storage, insurance and salvage of any unit or item of Inventory or Equipment which may be incurred by Secured Party shall be promptly repaid to Secured Party by Borrowers together with interest thereon at the Prevailing Interest Rate, and Borrowers' liability to Secured Party for such repayment with interest shall be included in the Liabilities. If any item or unit of the Equipment is now or hereafter the subject of a certificate of title or is required by law so to be, upon request of Secured Party, subject to the prior lien rights of the Senior Lender, Borrowers will take all steps necessary to cause Secured Party's lien or security interest therein to be noted on the face of such certificate and shall thereafter deposit the original of such certificate of title with Secured Party. Borrowers will afford Secured Party's agents access to the respective Inventory of each and to each item or unit of Equipment from time to time upon request for purposes of examination, inspection and appraisal and to verify Borrowers' records pertaining thereto.

9. Notice of Loss, Etc. Borrowers will immediately notify Secured Party of any of the following as soon as they are known to an executive officer of a Borrower: (i) any event causing any deterioration, loss or depreciation in value of any material item, unit or portion of the Collateral and of the amount thereof; (ii) any material adverse change in the financial condition of any Account Debtor whose total outstanding Accounts due either Borrower exceed $25,000 or any material adverse change in the collectibility of the Accounts taken as a whole; or (iii) any material adverse change in the financial condition of any obligor whose total unpaid obligations due either Borrower under any chattel paper or instruments exceeds $25,000.

10. Significant Locations. Borrowers jointly and severally represent and warrant to Secured Party as follows: (i) none of the Collateral consists of motor vehicles, railroad rolling stock,

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aircraft or vessels except as set forth in item 2 of Schedule A; (ii) none of the Collateral constitutes goods of a type normally used in more than one jurisdiction for purposes of Section 9-103 of the Uniform Commercial Code except as set forth in item 3 of Schedule A; (iii) the chief executive offices of Borrowers and all locations where either Borrower maintains a place of business are set forth in item 4 of Schedule A; (iv) all locations where either Borrower maintains records with respect to the Collateral are set forth in item 5 of Schedule A; (v) all locations where either Borrower stores or processes Inventory are set forth in item 6 of Schedule A; and (vi) all locations where either Borrower keeps Equipment are set forth in item 7 of Schedule A. Borrowers will notify Secured Party in writing prior to any change in any location specified in Schedule A and will reimburse Secured Party for the costs of any additional Uniform Commercial Code filings requested by Secured Party as a result thereof. If any of the Collateral or any of Borrowers' records concerning any of the Collateral are at any time to be located on premises leased by either Borrower, or any premises owned by either Borrower subject to a mortgage or other lien, such Borrower will use its best efforts to obtain and deliver to Secured Party, prior to the delivery of any such Collateral or records to such premises, an agreement in form satisfactory to Secured Party waiving the landlord's, mortgagee's or other lienholder's right to enforce against such Borrower any claims for monies due under the lease, mortgage or other lien by levy or distraint or other proceedings against the Collateral or records of such Borrower concerning the same and assuring Secured Party's access to such Collateral and records to facilitate Secured Party's exercise of its rights to take possession thereof. Each Borrower agrees to notify Secured Party promptly in the event of a change in the location of any place of business or the establishment of an additional place of business of such Borrower.

In the event that either Borrower acquires at any time any interest in real estate, it shall promptly execute and deliver to Secured Party a deed to secure debt, mortgage or similar instrument that grants a mortgage (or similar) lien to Secured Party in such property (subject only to Liens permitted under Purchase Agreement and any deed to secure debt, mortgage or similar instrument in favor of any other agent that secures any loan made by such agent to such Borrower to the extent, but only to the extent, the proceeds thereof are used by such Borrower to acquire such property). Such Borrower shall provide to Secured Party such evidence of such lien position in favor of Secured Party as Secured Party shall reasonably request.

11. Further Assurances. Without limiting Borrowers' obligations under paragraph 2 hereof, Borrower will execute and deliver to Secured Party from time to time all such other agreements, instruments and other documents (including without limitation all requested financing and continuation statements) and do all such other further acts and things as Secured Party may reasonably request in order to further evidence or carry out the intent of this Agreement or to perfect the liens and security interest created hereby or intended so to be.

12. Default and Remedies. Borrowers shall be in default hereunder (an "Event of Default") upon

(1) the failure by either Borrower to observe any material provision of this Security Agreement, which failure shall continue fifteen days after the earlier to occur of (i) either Borrower's actual knowledge of such event or (ii) written notice thereof

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provided to Borrowers by Secured Party;

(2) the failure by Borrowers to make payments due to Secured Party under any Debenture after the expiration of any applicable grace or cure period; or

(3) the occurrence of any "Event of Default" under and as defined in the Purchase Agreement.

Upon the occurrence of any Event of Default which shall be continuing, (i) unless Secured Party shall elect otherwise the entire unpaid amount of such of the Liabilities as are not then otherwise due and payable shall become immediately due and payable without notice to or demand on Borrowers or any guarantor of any of the Liabilities (Borrowers and all such guarantors, collectively, the "Obligors") and (ii) subject to the rights of Senior Lender, Secured Party may at its option exercise from time to time any and all rights and remedies available to it under the Uniform Commercial Code or otherwise, including the right to collect, assemble, receipt for, adjust, modify, repair, refinish or refurbish (but without any obligation to do so) or foreclose or otherwise realize upon any of the Collateral and to dispose of any of the Collateral at one or more public or private sales or other proceedings, and Borrowers agree that Secured Party or any nominee thereof may become the purchaser at any such sale or sales. Borrowers agree that ten (10) days shall be reasonable prior notice of the date of any public sale or other disposition of all or any part of the Collateral, or of the date on or after which any private sale or other disposition of the same may be made. All rights and remedies granted Secured Party hereunder or under any other agreement between Secured Party and either Borrower shall be deemed concurrent and cumulative and not alternative, and Secured Party may proceed with any number of remedies at the same time or at different times until all the Liabilities are fully satisfied. The exercise of any one right or remedy shall not be deemed a waiver or release of or an election against any other right or remedy, and Secured Party may proceed against any one or more of the Obligors and the Collateral and any other collateral granted by either Borrower to Secured Party under any other agreement, all in any order and through any available remedies. A waiver on any one occasion shall not be construed as a waiver or bar on any future occasion. All property of any kind held at any time by Secured Party as Collateral shall stand as one general continuing collateral security for all the Liabilities and may be retained by Secured Party as security until all the Liabilities are fully satisfied.

Borrowers will pay to Secured Party on demand any and all expenses (including reasonable attorneys' fees and legal expenses) which may have been incurred by Secured Party with interest at the Prevailing Interest Rate (i) in connection with the enforcement of this Agreement; (ii) in the prosecution or defense of any action growing or connected with the subject matter of this Agreement, the Liabilities, the Collateral or any of Secured Party's rights therein or thereto; or (iii) in connection with the custody, preservation, use, operation, preparation for sale or sale of any of the Collateral, the incurring of all of which are hereby authorized to the extent Secured Party deems the same advisable. Borrowers' liability to Secured Party for any such payment with interest shall be included in the Liabilities. The enumeration of specific Events of Default shall not compromise the demand character of any Liability which by its terms is payable on demand and demand may be made thereon at any time irrespective of the non-occurrence of any such Event of Default, any provision

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hereof to the contrary notwithstanding. The Proceeds of any Collateral received by Secured Party at any time before or after default, whether from a sale or other disposition of Collateral or otherwise, or the Collateral itself, may be applied to the payment in full or in part of such of the Liabilities and in such order and manner as Secured Party may elect. Borrowers to the extent of their rights in the Collateral waive and release any right to require Secured Party to collect any of the Liabilities from any other of the Collateral or any other Collateral then held by Secured Party under any theory of marshaling of assets or otherwise.

13. Power of Attorney. Borrowers hereby irrevocably appoint any officer, employee or agent of Secured Party as their true and lawful attorney-in-fact with power, upon the occurrence of an Event of Default and after acceleration of Borrower's liabilities and the expiration of any applicable notice and cure periods, to (i) endorse each Borrower's name upon any notes, checks, drafts, money orders, or other instruments of payment that may come into Secured Party's possession and which constitute proceeds of any Collateral; (ii) sign and endorse each Borrower's name upon any documents of title, invoices, freight or express bills, assignments, verifications and notices in connection with any of the Collateral, and any instruments or documents relating thereto or to such Borrower's rights therein; and (iii) execute in each Borrower's name and file one or more financing statements covering the Collateral. Any such attorney of Borrowers shall have full power to do any and all things necessary to be done with respect to the above transactions as fully and effectually as Borrowers might do, and Borrowers hereby ratify all that said attorney shall lawfully do or cause to be done by virtue hereof.

14. Miscellaneous. At no time during the past five years has either Borrower been known by or used any name, including any trade or fictitious name, other than that set forth in the premises of this Agreement or in Item 7 of Schedule A attached hereto. This Agreement shall commence on the date hereof and shall continue in full force and effect so long as any of the Liabilities shall exist from time to time. No modification or waiver of any provision hereof shall be effective unless the same is in writing and signed by the Parties against whom its enforcement is sought. This Agreement may be signed in any number of counterparts and by different parties in separate counterparts, all with the same effect as if the signatures were on the same counterpart, and all counterparts hereof, taken together, shall constitute but one and the same Agreement. The representations, warranties, covenants and agreements contained herein are all material and continuing, and any breach of any of them shall constitute a material breach of this Agreement. Words of any gender shall include any other gender, and singular words shall include the plural and vice versa, whenever the same is necessary to produce a fair and meaningful construction. All obligations of Borrowers hereunder shall be joint and several. All the rights and remedies of Secured Party hereunder shall be cumulative with and not alternative to or in lieu of Secured Party's rights and remedies under any other agreement or agreements. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, except that Borrowers shall not assign any of their obligations or rights hereunder without the prior written consent of Secured Party. Captions in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remainder of this Agreement or the validity or

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enforceability of such provision in any other jurisdiction. All issues arising hereunder shall be governed by the laws of the Commonwealth of Pennsylvania except those relating to the perfection of security interests which shall be governed by the laws of the State where the Collateral is located.

15. Governing Law, Jurisdiction, Venue and Service. **THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES. BORROWERS HEREBY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF CHESTER COUNTY, PENNSYLVANIA AND THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA OR, AT THE SOLE OPTION OF SECURED PARTY OR ANY PURCHASER, OF ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY. BORROWERS EXPRESSLY WAIVE ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED UPON LACK OF VENUE. BORROWERS FURTHER WAIVE PERSONAL SERVICE OF ANY AND ALL PROCESS UPON THEM, AND CONSENT THAT ALL SUCH SERVICE OF PROCESS BE MADE BY MESSENGER, CERTIFIED MAIL OR REGISTERED MAIL DIRECTED TO BORROWERS AT THE ADDRESS SET FORTH IN SECTION 11.3 OF THE PURCHASE AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED THREE (3) BUSINESS DAYS AFTER RECEIPT OR A REFUSAL TO ACCEPT DELIVERY.**

16. Waiver of Trial by Jury. **SECURED PARTY AND BORROWERS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE OTHER OPERATIVE DOCUMENTS.**

17. UCC Termination Statements. On any date upon which all Liabilities shall have been indefeasibly paid in full in cash, Secured Party, at Borrower's expense, shall promptly file all appropriate UCC termination statements.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement has been duly executed under due authorization this 29th day of February, 2000.

CENTILLION CORP.

By: _____
Name: Robert M. Rosenthal
Title: President

SERVICE CUSTOMIZING CORP.

By: _____
Name: Robert M. Rosenthal
Title: President

ARGOSY INVESTMENT PARTNERS, L.P.

By: Argosy Associates, L.P., its general partner

By: Argosy Associates, Inc., its general partner

By: _____
Name: Michael R. Bailey
Title: Vice President

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BORROWER SECURITY AGREEMENT

BORROWER SECURITY AGREEMENT (as the same may be amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of February 29, 2000, by and between CENTILLION CORP. (to be renamed Union Pen Company, Inc.), a Connecticut corporation (the "Borrower"), and THE BANK OF NEW YORK (the "Lender").

RECITALS

1. Reference is made to the Credit Agreement, dated as of the date hereof, by and between the Borrower and the Lender (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make loans to, and otherwise extend credit for the benefit and/or account of, the Borrower in the amount and subject to the terms and conditions set forth in the Credit Agreement.

2. It is a condition precedent to the making of all loans and all other extensions of credit under the Credit Agreement that the Borrower shall have executed this Agreement.

Therefore, in consideration of the Recitals, the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

Section 1. Defined Terms

(a) Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

(b) When used in this Agreement, the following capitalized terms shall have the respective meanings ascribed thereto as follows:

"Collateral": as defined in Section 2.

"Equity Interest": (i) with respect to a corporation, the capital stock thereof, (ii) with respect to a partnership, a partnership interest therein and all rights of a partner in such partnership, whether arising under the partnership agreement of such partnership or otherwise; (iii) with respect to a limited liability company, a membership interest therein and all rights of a member of such limited liability company, whether arising under the limited liability company agreement (or operating agreement) of such limited liability company or otherwise; (iv) with respect to any other firm, association, trust, business enterprise or other entity which is similar to any other Person listed in

clauses (i), (ii) and (iii), and this clause (iv), of this definition, any equity interest therein or any interest therein which entitles the holder thereof to share in the revenue, income, earnings or losses thereof or to vote or otherwise participate in any election of one or more members of the board of directors or other governing body or Person thereof; and (v) all warrants and options in respect of any of the foregoing and all other securities which are convertible or exchangeable therefor.

"Event of Default": as defined in Section 6.

"Financing Statements": the UCC financing statements executed by the Borrower and delivered pursuant to Section 5 of the Credit Agreement.

"NYUCC": the UCC as in effect in the State of New York on the date hereof.

"Obligations": collectively, all of the obligations and liabilities of the Borrower under the Loan Documents, whether fixed or contingent, now existing or hereafter arising, created, assumed, incurred or acquired, as such obligations and liabilities may be amended, increased, modified, renewed, refinanced by the Lender, refunded or extended from time to time.

"Office Location": as defined in Section 3(a).

"Patents": (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications therefor, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including, without limitation, the patents listed on Schedule 3(g), and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Trademark Licenses": all written license agreements of the Borrower with any Person who is not an Affiliate or Subsidiary of the Borrower in connection with any of the Trademarks or such other Person's names or trademarks, whether the Borrower is a licensor or a licensee under any such agreement, including, without limitation, the license agreements listed on Schedule 3(g), subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale all Inventory now or hereafter covered by such license agreements.

"Trademarks": all of the Borrower's right, title and interest in and to all trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act,

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15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including without limitation, each registration and application identified in Schedule 3(g), and including, without limitation, (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all other rights corresponding thereto and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

"UCC": with respect to any jurisdiction, Articles 1, 8 and 9 of the Uniform Commercial Code as from time to time in effect in such jurisdiction.

(c) When used in this Agreement, the following capitalized terms shall have the respective meanings ascribed thereto in the NYUCC: "Account", "Certificated Security", "Chattel Paper", "Document", "Equipment", "Financial Asset", "Fixture", "General Intangible", "Instrument", "Inventory", "Investment Property", "Issuer", "Proceeds", "Secured Party", "Securities Entitlement" and "Security".

Section 2. Grant of Security Interest

2.1 To secure the prompt and complete payment, observance and performance of the Obligations, the Borrower hereby grants to the Lender a security interest in and to all of the Borrower's right, title and interest in and to all of the following property now owned or hereafter acquired (collectively, the "Collateral"): all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments evidencing Intercompany Indebtedness, all Inventory, all Patents, all Trademarks, all Trademark Licenses, all Equity Interests in each Person which now is or may hereafter become a Subsidiary of the Borrower, whether or not evidenced by a Security, and to the extent not otherwise included, all of the Proceeds of all of the foregoing; provided, however, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of the Borrower that would otherwise be included in the Collateral to the extent that the grant by the Borrower of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to General Intangibles or Trademark Licenses, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

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2.2 Assignment. To secure the prompt and complete payment, observance and performance of the Obligations, the Borrower hereby assigns to Lender all of its right, title and interest in and to the Acquisition Agreement, and all payments now or hereafter due or payable thereunder from Morton Tenny or any other Person, and all claims and rights of indemnification, rights of "true-up" and all other rights and remedies thereunder in favor of the Borrower.

Section 3. Representations and Warranties

The Borrower hereby represents and warrants to the Lender as follows:

(a) Chief Executive Office. As of the date hereof, the Borrower's place of business or, if the Borrower has more than one place of business, its chief executive office, is, and has been continuously for the immediately preceding 5-month period, and after giving effect to the Union Pen Acquisition, will continue to be, located at the address set forth on Schedule 3(f) (the "Office Location"). The Borrower has not changed its legal name during the six year period immediately preceding the date hereof.

(b) Information. As of the date hereof, all of the information set forth on each of the Schedules hereto is true, complete and correct.

(c) Security Interest. This Agreement, together with the delivery to the Lender of the Certificated Securities constituting Collateral and the continuous possession thereof by the Lender creates a continuing enforceable security interest in the Collateral in favor of the Lender. Upon the presentation for filing of the Financing Statements at the respective offices listed thereon together with the appropriate filing fee therefor, the delivery to the Lender of the Instruments constituting the Collateral, and the filing of (i) the Grant of Security Interest in substantially the form of Annex A in the United States Patent and Trademark Office with respect to Trademarks, and (ii) the Grant of Security Interest in substantially the form of Annex B in the United States Patent and Trademark Office with respect to Patents, such security interest shall be perfected, and the Lender shall be a "protected purchaser," within the meaning of Article 9 of the NYUCC, with respect to the Collateral consisting of Securities.

(d) Chattel Paper, Documents and Instruments. The Borrower owns no Chattel Paper, Documents or Instruments.

(e) Accounts. As of the date hereof, all records concerning any Account constituting the Collateral are located at the Office Location, and no such Account is evidenced by a promissory note or other instrument.

(f) Equipment and Inventory. Except for Equipment and Inventory in transit with common carriers, the Borrower has exclusive possession and control of all Equipment and Inventory constituting the Collateral, all of which is as of the date hereof

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(after giving effect to the Union Pen Acquisition) and has been continuously for the 5 month period immediately preceding the date hereof, located at one or more of the places listed on Schedule 3(f).

(g) Trademarks, Trademark Licenses and Patents. The material Trademarks, Trademark Licenses and Patents owned by the Borrower on the date hereof (after giving effect to the Union Pen Acquisition) are listed on Schedule 3(g). Each such Trademark, Trademark License and Patent is subsisting and has not been adjudged invalid or unenforceable, in whole or in part. To the best of the Borrower's knowledge, each Trademark, Trademark License and Patent constituting Collateral is valid and enforceable. Except for Permitted Liens, the Borrower (after giving effect to the Union Pen Acquisition) is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, Trademark Licenses and Patents constituting Collateral, free and clear of all Liens. To the best of the Borrower's knowledge, no claim has been made that the use of any Trademark, Trademark License or Patent violates the rights of any third person. To the best of the Borrower's knowledge, Union Pen & Pencil Company has used consistent standards of quality in its manufacture of products sold under the Patents and Trademarks. The Borrower has no knowledge of any infringement by any Person of any Trademarks, Trademark Licenses or Patents constituting the Collateral.

Section 4. Covenants of the Borrower

The Borrower hereby covenants with the Lender as follows:

(a) Chief Executive Office. The Borrower shall maintain its place of business, or if the Borrower has more than one place of business, its chief executive office, at the Office Location or at such other location in respect of which (A) the Borrower shall have provided the Lender with prior written notice thereof, and (B) UCC financing statements (or amendments thereto), in form and substance reasonably satisfactory to the Lender, shall have been filed within two months of such change.

(b) Further Assurances. The Borrower shall, at its own expense, promptly execute and deliver all certificates, documents, instruments, financing and continuation statements and amendments thereto, notices and other agreements, and take all further action, that the Lender may reasonably request from time to time, in order to perfect and protect the security interest granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral. The Borrower hereby irrevocably appoints the Lender as the Borrower's true and lawful attorney-in-fact, in the name, place and stead of the Borrower, to perform on behalf of the Borrower after the occurrence of an Event of Default any and all obligations of the Borrower under this Agreement, and the Borrower agrees that the power of attorney herein granted constitutes a power coupled with an interest, provided, however, that the Lender shall have no obligation to perform any such obligation and such performance shall

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be at the sole cost and expense of the Borrower. If the Borrower fails to comply with any of its obligations hereunder, the Lender may do so in the Borrower's name or in the Lender's name, but at the Borrower's expense, and the Borrower hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in connection therewith.

(c) Information. The Borrower at its own expense shall furnish to the Lender such information, reports, statements and schedules with respect to the Collateral as the Lender may reasonably request from time to time.

(d) Defense of Collateral. The Borrower at its own expense shall defend the Collateral against all material claims of any kind or nature of all Persons at any time claiming the same or any interest therein adverse to the interests of the Lender, and the Borrower shall not cause, permit or suffer to exist any Lien upon the Collateral except as permitted pursuant to the Credit Agreement.

(e) Delivery of Pledged Collateral. Each Certificated Security representing an Equity Interest in a Person which is or shall become a Subsidiary of the Borrower shall be promptly delivered to the Lender, to be held by the Lender pursuant hereto, in suitable form for transfer by delivery or accompanied by duly executed undated documents of transfer or assignment in blank, all in form and substance satisfactory to the Lender. The Borrower agrees that until so delivered, each such Certificated Security shall be held by the Borrower in trust for the benefit of the Lender and be segregated from the other property of the Borrower.

(f) Chattel Paper, Documents and Instruments. All of the Instruments, Documents and Chattel Paper now or hereafter owned by or in the possession of the Borrower which constitute the Collateral (other than checks received in the ordinary course of collection) shall be promptly delivered to the Lender, to be held by the Lender pursuant hereto, in suitable form for transfer by delivery or accompanied by duly executed documents of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Lender. The Borrower agrees that, with respect to all items of the Collateral which it is or shall hereafter be obligated to deliver to the Lender, until so delivered such items shall be held by the Borrower in trust for the benefit of the Lender and be segregated from the other property of the Borrower.

(g) Accounts. Except as otherwise provided in this Section 4(g), the Borrower shall continue to collect in accordance with the customary practice of Union Pen & Pencil Company, at its own expense, all amounts due or to become due the Borrower in respect of the Borrower's Accounts and, prior to the occurrence of an Event of Default, the Borrower shall have the right to adjust, settle or compromise the amount or payment of any such Account, all in accordance with its customary practices. In connection with such collections, the Borrower may take and, at the direction of the Lender at any time that an Event of Default shall have occurred and be continuing shall

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take, such action as the Borrower or the Lender may reasonably deem necessary or advisable to enforce collection of such Accounts.

(h) Equipment and Inventory. The Borrower shall keep the Equipment and Inventory constituting the Collateral at the places listed on Schedule 3(f), and at such other places located within the United States in respect of which the Borrower shall have provided the Lender with prior written notice, and UCC financing statements (or amendments thereto), in form and substance satisfactory to the Lender, shall have been filed within two months of such change. The Borrower shall promptly furnish to the Lender a statement respecting any material loss or damage to any of the Equipment or Inventory constituting the Collateral with an aggregate fair market value exceeding $10,000 as a result of a single occurrence except to the extent that such loss or damage shall be insured pursuant to policies required to be maintained pursuant to the Credit Agreement.

(i) Trademarks, Trademark Licenses and Patents. The Borrower will continue to use, for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks, Trademark Licenses and Patents constituting Collateral. The Borrower shall give to the Lender prompt written notice thereof in the event that the Borrower shall obtain any right to any new Trademark, Trademark License or Patent or to any reissue, renewal, or extension thereof. The Borrower shall prosecute diligently any applications of the Trademarks or Patents constituting Collateral pending as of the date of this Agreement or thereafter, and preserve and maintain all rights in applications of Trademarks and Patents constituting Collateral consistent with past practice, including the payment of all maintenance fees, and shall diligently pursue all appropriate actions to protect against the infringement of any Trademarks and Patents constituting Collateral. The Borrower shall not abandon any right to file an application or any pending application for any Trademark or Patent unless the failure so to do could not reasonably be expected to have a material adverse effect on the value of the Trademarks or the Patents, as the case may be, taken as a whole. The Borrower will comply in all material respects with the terms and conditions of each Trademark License, and will not surrender or consent to the cancellation of any such Trademark License without the consent of the Lender.

Section 5. Other Agreements of the Borrower

(a) No Duty to Preserve. Except as otherwise required by law, the Borrower agrees that, with respect to the Collateral, the Lender has no obligation to preserve rights against prior or third parties.

(b) Lender's Duty With Respect to Collateral. The Lender's only duty with respect to the Collateral delivered to it shall be to use reasonable care in the custody and preservation of the Collateral, and the Borrower agrees that if the Lender accords the Collateral substantially the same kind of care as it accords its own property, such care

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shall conclusively be deemed reasonable. In the event that all or any part of the Certificated Securities or Instruments constituting the Collateral are lost, destroyed or wrongfully taken while such Certificated Securities or Instruments are in the possession of the Lender, the Borrower agrees that it will use its best efforts to cause the delivery of new Certificated Securities or Instruments in place of the lost, destroyed or wrongfully taken Certificated Securities or Instruments upon request therefor by the Lender, without the necessity of any indemnity bond or other security, other than the Lender's agreement of indemnity upon usual and customary terms therefor. Anything herein to the contrary notwithstanding, the Lender shall not be under any duty to send notices, perform services, exercise any rights of collection, enforcement, conversion or exchange, vote, pay for insurance, taxes or other charges or take any action of any kind in connection with the management of the Collateral.

(c) Liability of Borrower under Contracts and Agreements Included in the Collateral. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Lender of any of its rights hereunder shall not release the Borrower from any of its duties or obligations under any such contract or agreement, (iii) the Lender shall have no obligation or liability, including indemnification obligations, under any such contract or agreement by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of the Borrower thereunder, to make any payment, to make any inquiry as to the nature or sufficiency of any payment received by the Borrower or the sufficiency of any performance by any party under any such contract or agreement or to take any action to collect or enforce any claim for payment assigned hereunder, and (iv) the Lender shall be under no duty to send notices, perform services, exercise any rights of collection, enforcement, conversion or exchange, vote, pay for insurance, taxes or other charges or take any action of any kind in connection with the management of the Collateral.

Section 6. Events of Default

The occurrence and continuance of an Event of Default under, and as such term is defined in, the Credit Agreement shall constitute an "Event of Default".

Section 7. Remedies

(a) Upon the occurrence of an Event of Default or at any time thereafter during the continuance thereof, the Lender may:

(i) exercise any and all rights and remedies granted to a Secured Party by the UCC or otherwise allowed at law, and otherwise provided by this Agreement, and

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(ii) dispose of the Collateral as it may choose, so long as every aspect of the disposition including the method, manner, time, place and terms are commercially reasonable, and the Borrower agrees that, without limitation, the following are each commercially reasonable: the Lender shall not in any event be required to give more than 10 days' prior notice to the Borrower of any such disposition, any place within the City of New York or the County of Fairfield, Connecticut may be designated by the Lender for disposition, and the Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) The Borrower acknowledges and agrees that the Lender may elect, with respect to the offer or sale of any or all of the Equity Interests constituting the Collateral, to conduct such offer and sale in such a manner as to avoid the need for registration or qualification of such Equity Interests or the offer and sale thereof under any Federal or state securities laws and that the Lender is authorized to comply with any limitation or restriction in connection with such sale as counsel may advise the Lender is reasonably necessary in order to avoid any violation of applicable law, compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Equity Interests, or in order to obtain any required approval of the sale or of the purchaser by any Governmental Authority. The Borrower further acknowledges and agrees that any such transaction may be at prices and on terms less favorable than those which may be obtained through a public sale and not subject to such restrictions and agrees that, notwithstanding the foregoing, the Lender is under no obligation to conduct any such public sale and may elect to impose any or all of the foregoing restrictions, or any other restrictions which may be reasonably necessary in order to avoid any such registration or qualification, at its sole discretion, and that any such offer and sale so conducted shall be deemed to have been made in a commercially reasonable manner.

(c) To the extent permitted by law, the Borrower hereby expressly waives and covenants not to assert any appraisement, valuation, stay, extension, redemption or similar laws, now or at any time hereafter in force, which might delay, prevent or otherwise impede the performance or enforcement of this Agreement.

Section 8. Voting

Notwithstanding anything to the contrary contained in this Agreement, the Borrower shall have the right to vote any of the Securities and General Intangibles constituting the Collateral and receive and retain all cash dividends and distributions thereon until such time, if any, as an Event of Default shall have occurred and be continuing and the Lender shall have notified the Borrower that the Lender shall have elected to terminate the rights of the Borrower under this Section, at which time the

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Lender shall then be vested with the right to vote all Securities constituting the Collateral and receive and retain all dividends and distributions thereon, until such time as all Events of Default are cured or waived.

Section 9. Notices

All notices and other communications provided for or otherwise required hereunder or in connection herewith shall be given in the manner and to the addresses set forth in Section 9.2 of the Credit Agreement.

Section 10. Termination

On any date upon which the Obligations shall have been indefeasibly paid in full in cash, the Liens granted hereby shall cease and the Lender shall, at the Borrower's expense execute and deliver all UCC Termination Statements and releases of its security interest in the Patents and Trademarks which the Borrower shall have reasonably requested, and return to the Borrower all Collateral which shall remain in the possession of the Lender at such time.

Section 11. Relationship to Credit Agreement

This Agreement is the *"Borrower Security Agreement"* under, and as such term is defined in, the Credit Agreement, and is subject to, and should be construed in accordance with, the provisions thereof. Each of the Lender and the Borrower acknowledges that certain provisions of the Credit Agreement, including Sections 1.2 (Principles of Construction), 9.1 (Amendments and Waivers), 9.3 (No Waiver; Cumulative Remedies), 9.4 (Survival of Representations and Warranties and Certain Obligations), 9.7 (Counterparts), 9.9 (Construction), 9.10 (Governing Law), 9.11 (Headings Descriptive), 9.12 (Severability), 9.13 (Integration), 9.14 (Consent to Jurisdiction), 9.15 (Service of Process), 9.16 (No Limitation on Service or Suit) and 9.17 (WAIVER OF TRIAL BY JURY) thereof, are made applicable to this Agreement and all such provisions are incorporated by reference herein as if fully set forth herein.

IN EVIDENCE of the agreement by the parties hereto to the terms and conditions herein contained, each such party has caused this Borrower Security Agreement to be duly executed on its behalf.

CENTILLION CORP.
(to be renamed Union Pen Company, Inc.)

By: Robert A. Rosenthal
President

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Name: _____
Title: _____

THE BANK OF NEW YORK

By: _____
Name: SCOTT BOONAN
Title: VICE PRESIDENT