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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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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): ING Capital LLC (formerly known as ING (U.S.) Capital LLC)
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Limited liability company
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: EF Private Equity Partners (Americas), LP
Internal
Address:
Street Address: 708 Third Avenue, 21st Floor
City: New York State: NY Zip: 10017
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
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: 09/17/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,210,816
2,210,817
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Pryor Cashman Sherman & Flynn LLP
Internal Address: Louis Ciccone
Street Address: 410 Park Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 21
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Louis Ciccone
Name of Person Signing
Signature
Date 10/2/03
Total number of pages including cover sheet, attachments, and document: 6

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

10/07/2003 8TON11 00000076 2210016
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FC:8522 25.00 DP

TRADEMARK REEL: 002838 FRAME: 0044

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**Assignment of Trademark Security Agreement** dated as of September 17, 2003 (the "**Assignment**") among ING Capital LLC, a Delaware limited liability company formerly known as ING (U.S.) Capital LLC ("**ING**"), EF Private Equity Partners (Americas), LP, a United Kingdom limited partnership ("**EF**"), and Special Product Company, a Delaware corporation formerly known as SPC Acquisition Corp. (the "**Borrower**").

**Whereas**, the Borrower, certain lenders and ING, are party to that certain Credit Agreement dated as of March 19, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), and

**Whereas**, pursuant to the Credit Agreement, the Borrower and ING, as Agent (as defined in the Credit Agreement), entered into a Collateral Assignment and Security Agreement (Trademarks) dated as of March 19, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), and

**Whereas**, pursuant to that certain Agreement Regarding Assignment of Indebtedness dated as of the date hereof, ING is retiring as Agent and EF is being appointed as successor Agent,

**Now, therefore**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As a material inducement for EF to enter into the Agreement Regarding Assignment of Indebtedness, ING does hereby irrevocably assign to EF all of its right, title and interest in or to, and all of its rights under, the Trademark Security Agreement, and EF hereby accepts such assignment.

2. EF is hereby authorized to make all necessary filings (including in the United States Patent and Trademark Office) to reflect its interest in the Trademark Security Agreement and the Property (as defined in the Trademark Security Agreement).

3. This Assignment shall be governed by the laws of the State of New York.

4. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

\* \* \*

**In witness whereof**, the parties hereto have executed this Assignment of Trademark Security Agreement as of the date first above written.

**ING Capital LLC**

By: M. Densel Fulton  
Name: M. Densel Fulton  
Title: Director

**EF Private Equity Partners (Americas), LP**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and consented to  
this September \_\_\_\_\_, 2003

**Special Product Company**


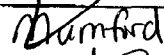
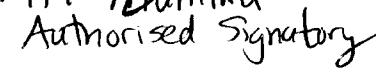
By: \_\_\_\_\_  
Name:  
Title:

**In witness whereof**, the parties hereto have executed this Assignment of Trademark Security Agreement as of the date first above written.

**ING Capital LLC**

By: \_\_\_\_\_  
Name:  
Title:

**EF Private Equity Partners (Americas), LP**

By:   
Name: H.   
Title: 

Acknowledged and consented to  
this September \_\_\_\_\_, 2003

**Special Product Company**

By: \_\_\_\_\_  
Name:  
Title:

In witness whereof, the parties hereto have executed this Assignment of Trademark Security Agreement as of the date first above written.

**ING Capital LLC**

By: \_\_\_\_\_  
Name:  
Title:

**EF Private Equity Partners (Americas), LP**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and consented to  
this September 17, 2003


**Special Product Company**

By:   
Name: Hans Marosfalvy  
Title: President

**Acknowledgements**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On the 4<sup>th</sup> day of September, 2003 before me, the undersigned, personally appeared M. Densel Fulton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, **ING Capital LLC**, being the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ROBERT ROSS  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01R05079877  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES JUNE 6, 2007

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On the \_\_\_\_\_ day of September, 2003 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, **EF Private Equity Partners (Americas), LP**, being the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On the \_\_\_\_\_ day of September, 2003 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, **Special Product Company**, being the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public