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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): Belco Techonologies Corporation 7 Entin Road Parsippany, NJ 07054 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: PNC Bank, National Association Internal Address: Street Address: One Garret Mountain Plaza City: West Paterson State: NJ Zip: 07424 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] 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 [x] Security Agreement [] Change of Name [] Other Execution Date: 11/25/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1043999, 1254763 1640304, 1498415 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Thomas F. Craig, II, Esq. Internal Address: Schenck, Price, Smith & King LLP Street Address: 10 Washington Street Post Office Box 905 City: Morristown State: NJ Zip: 07963-0905

6. Total number of applications and registrations involved: [] 7. Total fee (37 CFR 3.41).....\$ 115.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Thomas F. Craig, II, Esq. Name of Person Signing [Signature] Signature Date 11/25/03 [15] Total number of pages including cover sheet, attachments, and document:

12/02/2008 COOPER 00000176 1043999 01 FC:8521 40.00 02 FC:8522 75.00

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

SECURITY AGREEMENT

Date: November 25, 2003

BELCO TECHNOLOGIES CORPORATION, a Delaware corporation, having offices located at 7 Entin Road, Parsippany, New Jersey 07054 ("Grantor"), to secure the Liabilities (as defined below), hereby grants a security in, and assigns, to PNC BANK, NATIONAL ASSOCIATION ("Bank"), having offices located at One Garret Mountain Plaza, West Paterson, New Jersey 07424, the Collateral (as defined below).

1. **Definitions.** (a) Unless otherwise defined in this agreement, capitalized terms used herein shall have the meanings provided in the \$7,000,000.00 Senior Secured Credit Agreement, of even date herewith, between the Grantor and the Bank (the "Credit Agreement").

(b) **"Collateral"** as used herein means all personal property of the Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) commercial tort claims, if any; (xiv) letter of credit rights; (xv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xvi) all supporting obligations of all of the foregoing property; (xvii) all property of the Grantor now or hereafter in the Bank's possession or in transit to or from, or under the custody or control of, the Bank or any affiliate thereof; (xviii) all cash and cash equivalents thereof; and (xix) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant Rider to Security Agreement - Trademarks and Rider to Security Agreement - Patents that are attached hereto or delivered in connection herewith.

(c) As used in this agreement, the term "**Liability**" or "**Liabilities**" means all present and future loans, reimbursement obligations, advances, debts, liabilities, indemnities and other obligations for monetary amounts (whether or not such amounts are liquidated or determinable) owing by the Grantor and Neptune from time to time to Bank, or any direct or indirect subsidiary of PNC Financial Services Group, Inc. and all covenants and duties regarding such amounts, of any kind or nature, including all obligations under any interest rate protection agreements, obligations arising under any interest, currency or equity swap, future, option or other similar agreement or arrangement and under guaranty between the Grantor and the Bank, whether or not evidenced by any note, agreement or other instrument, including, without limitation, all interest, charges, expenses, attorneys' fees and any other sums now or hereafter chargeable to the Grantor or Neptune.

(d) "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State whose law governs pursuant to the Section of this Agreement entitled "Governing Law and Jurisdiction." Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC. To the extent the definition of any category or type of collateral is modified by any amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision.

2. **Locations; Trade Names.** The Grantor represents that the Collateral and its books and records relating to the Collateral are located at the address set forth in the heading to this Agreement and at the following address:

7 Entin Road
Parsippany, New Jersey 07054

The Grantor covenants and agrees that it will promptly notify Bank in writing of any changes in the above location or locations. The Grantor further represents that it does not operate nor issue invoices under any trade name, except as set forth on Schedule A attached hereto. The Grantor covenants and agrees that it will promptly notify Bank in writing if in the future it operates under any trade name.

3. **Representations and Warranties.** The Grantor represents and warrants that: (a) except as permitted by the Credit Agreement, it is the sole owner of the Collateral, free from any lien, security interest, charge or encumbrance; (b) it has not purchased during the one year period immediately preceding the date hereof any of the Collateral in a bulk transfer or in a transaction which was outside the ordinary course of business of the seller; (c) it has the right to grant the security interest created by this Agreement; (d) except as permitted by the Credit Agreement, no financing statement, or other instrument of similar effect, covering all or any part of the Collateral is on file in any recording office; (e) no material part of its business involves contracts to supply items to the United States of America or any of its departments, agencies, subdivisions or instrumentalities; and (f) neither this Agreement nor any other document delivered by the Grantor to Bank contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made as of the date made or deemed made.

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4. Covenants. The Grantor covenants and agrees that: (a) it will defend the Collateral against the claims and demands of all persons; (b) it will not sell, lease, encumber, remove, conceal, grant or permit any further security interest in the Collateral, nor part with possession of any thereof, nor permit the same to be used for hire, nor in violation of any law or ordinance, except that the Grantor shall have the right to sell its Inventory in the normal course of business and sell and replace its Equipment in the ordinary course of business; (c) it will maintain the Collateral in good condition and repair at its sole expense; (d) it will pay all taxes levied on the Collateral, and will make due and timely payment or deposit of all federal, state and local taxes, assessments or contributions required by law and will execute and deliver to Bank, on demand, appropriate certificates attesting to such payment in deposit provided, however, that in the event Borrower in good faith appeals any tax assessment in this subsection (e), Grantor shall establish the necessary reserves on its books in conformity with GAAP with respect to such appeals; (e) the Collateral is not and shall not be or become subject to any purchase money or other lien or security interest, except in favor of Bank or as otherwise permitted under the Credit Agreement; (f) it shall procure and maintain insurance on the tangible Collateral as required by the Credit Agreement; (g) it will permit Bank, upon twenty-four hours prior notice and during normal business hours, to inspect the Collateral and to make extracts from the Grantor's books and records relating to the Collateral; (h) Bank is authorized, at the Grantor's expense, to conduct searches and execute and file such financing statements and other instruments or documents as may be necessary to perfect and protect Bank's security interest; and (i) it will join with Bank in doing whatever may be necessary under applicable law to perfect Bank's security interest. The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to one or more Riders to Security Agreement that may be attached hereto or delivered in connection herewith, including the Rider to Security Agreement - Patents, the Rider to Security Agreement - Trademarks

5. Events of Default. The following shall be an Event of Default under this Agreement: (a) a breach by any Obligor (which term shall include the Grantor and any co-maker, endorser, surety or guarantor of any Liability secured by this Agreement) of any term, covenant, obligation or warranty arising under this Agreement which is not cured within thirty (30) days of the occurrence thereof; (b) any representation made in this Agreement, shall prove to be untrue in any material respect when made; or (c) any Event of Default under the Credit Agreement.

6. Remedies. Upon the occurrence and during the continuance of any Event of Default, all Liabilities of the Grantor shall immediately be due and payable and Bank may: (a) proceed, with or without judicial process, to take possession of all or any part of the Collateral; (b) assign, transfer and deliver at any time any portion of the Collateral, including without limitation, by sale of the Collateral in such manner, at such price and on such terms as Bank may deem best; (c) upon proper notice, in accordance with Section 9-620 of the UCC, elect to retain the Collateral in satisfaction of all Liabilities; (d) set off against any money due from Bank or any deposit account maintained in Bank by any Obligor (such set-off shall be deemed to have been made immediately upon the occurrence of any Event of Default even though it is not noted on Bank's records until a later time); (e) add to the Liabilities reasonable attorneys' fees; and (f) pursue any remedy available to it by law or equity, including without limitation, all rights and remedies granted to a secured party under the Uniform Commercial Code and/or under any other

agreement between the Grantor and Bank. The Grantor agrees that upon receipt of notice from Bank demanding possession of the Collateral, the Grantor will do everything necessary to assemble the Collateral and make it available to Bank at the place designated by Bank. To the extent permitted by law the Grantor waives any and all rights it may have to notice or a hearing (by court proceedings or otherwise) to determine Bank's right to obtain possession of the Collateral. Any sale of the Collateral may be public or private, at such price or prices as Bank may deem best, and in a commercially reasonable manner in accordance with Section 9-610 of the UCC. The Bank shall give the Grantor ten (10) days notice of any sale or other disposition of the Collateral. Any sale or other disposition of the Collateral may, at the option of Bank, be for cash, for credit, for future delivery, in bulk or in parcels and with or without having the Collateral present at the sale or disposition. Bank may be the purchaser at any public sale. Bank may conduct any sale on the Grantor's premises or elsewhere and may use the Grantor's premises without charge for such sales for such time or times as Bank may see fit. Bank is granted license or other right to use, without charge, the Grantor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature which constitute Collateral, in advertising for sale of any of the Collateral. The Grantor's rights under all licenses and franchise agreements which constitute Collateral shall inure to Bank's benefit. The Grantor agrees that a reasonable means of disposition of Accounts shall be for Bank to hold and liquidate any and all Accounts. In the event of a sale or other disposition of the Collateral, the Bank shall apply all proceeds first to all reasonable costs and expenses of disposition, including attorneys' fees, and then to the Liabilities. Any required notification of a sale or other disposition of the Collateral or of any action by Bank will be sufficient and reasonable if given personally or mailed not less than five (5) days prior to the day on which the action is to be taken.

7. Accounts and Inventory. If the Collateral is or includes Accounts or Inventory, upon receipt of notice from Bank, following an Event of Default and its continuance, the Grantor agrees to receive any payments and remittances on the Collateral in trust for Bank and to deliver such payments in the identical form in which they were received, together with collection reports in a form satisfactory to Bank, and upon the request of Bank, Grantor shall enter into a lock box agreement with Bank, which is reasonably satisfactory to each party, and instruct its customers to remit any payments and remittances to such lock box. Bank may, following the occurrence and during the continuance of an Event of Default and without notice to the Grantor, notify Account Debtors (which term shall mean anyone who is, or who is represented by the Grantor to be, obligated on an Account), to the extent permitted by applicable law, to make payments directly to Bank. Following the occurrence and during the continuance of an Event of Default, the Grantor appoints Bank, and any officer or agent of Bank, the Grantor's true and lawful attorney-in-fact with power to (a) endorse the name of the Grantor upon any instruments of payment, invoice, freight or express bill, bill of lading or storage or warehouse receipt relating to the Collateral; and (b) demand, collect, receive payment of, settle, compromise or adjust all or any of the Collateral. Neither Bank nor its agents shall be liable for acts or omissions or for any error in judgment or mistake of fact in its capacity as attorney-in-fact except for the gross negligence or willful misconduct of Bank. This power of attorney is coupled with an interest and is irrevocable so long as any Liabilities remain outstanding and the Event of Default is continuing. If any of the Collateral is or includes Accounts, the Grantor will upon request immediately give Bank assignments, in a form acceptable to Bank, of all Accounts, give Bank all original and other

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documents evidencing a right to payment of Accounts, give Bank financial statements, reports, lists of Account Debtors and such other data concerning Accounts as Bank may request and permit Bank to examine, inspect and make extracts from the Grantor's records. Bank may with notice to the Grantor make test verifications of all Accounts. If any of the Accounts arise out of contracts with the United States or any of its departments, agencies or instrumentalities, the Grantor shall immediately notify Bank and take all steps necessary to protect Bank's interest under the Federal Assignment of Claims Act. If the Collateral is or includes Equipment or Inventory the Grantor shall (a) keep accurate books and records with respect to the Collateral, including without limitation, maintenance records and current stock, cost and sales records accurately itemizing the types and quantities, (b) upon request, deliver to Bank all evidence of ownership including certificates of title with Bank's interest appropriately noted on the certificate, and (c) if any of the Collateral is located upon land which is the subject of a lease or mortgage, make all reasonable efforts to deliver an agreement of subordination from the lessor or mortgagee providing that any lien of such party shall be subject to the security interest granted herein.

8. Waivers of Rights. Bank shall not be deemed to waive, by any act, delay, omission or otherwise, any of its rights or remedies hereunder unless such waiver is in writing and signed by Bank and then only to the extent specifically set forth therein. A waiver in one event shall not be continuing or a bar to or waiver of such right or remedy on a subsequent event. Any waiver by Bank of any provision of this agreement shall not discharge any Obligor. Any rights and remedies provided for in this agreement may be exercised singly or concurrently.

9. Participations; Performance. Bank is hereby authorized to disclose any financial or other information about any Obligor to any regulatory body or agency having jurisdiction over Bank, and to any present, future or prospective participant or successor in interest in any loan or other financial accommodation made by Bank to the Grantor. Bank is authorized by each of the Obligors, without notice to any of them, to fill in any blank spaces to conform to the terms of the security interest granted herein. In the event of the Grantor's failure to perform any warranty, covenant or other undertaking, Bank may, but shall not be obligated to, procure such performance and add to the Liabilities any resulting cost.

10. Waiver. The Grantor waives presentment for payment, demand, notice of nonpayment, notice of protest, and protest of all commercial paper at any time held by Bank on which the Grantor is in any way liable. The Grantor consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Bank with respect to the payment or other provisions of any such commercial paper, and to the release of any Collateral, with or without substitution, and to the release of any party against which the Grantor has a right of recourse. The liability of the Obligors shall not be affected by the loss, theft, damage, destruction or seizure of the Collateral or by the failure of Bank to perfect or otherwise obtain or maintain the priority or validity of any security interest in any Collateral securing the Liabilities. The Grantor agrees (a) that a breach of any covenants contained in this agreement will cause irreparable injury to Bank, (b) that Bank has no adequate remedy at law, and (c) that every covenant shall be specifically enforceable.


11. **Continuing Agreement.** The Grantor acknowledges that this is a continuing security agreement which shall remain effective until all Liabilities are indefeasibly satisfied.

12. **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.** This agreement shall be governed, construed and interpreted in accordance with the laws of New Jersey without giving effect to principles of conflicts of laws. **The exclusive forum for any legal proceeding arising out of or related to this Agreement shall be the Courts of the State of New Jersey or the United States District Court, District of New Jersey. The Grantor and the Bank each hereby irrevocably consents to the jurisdiction of said courts and waives any right to a jury trial on any issue on which the Grantor and Bank are in an adverse position.** In the event any provision of this agreement shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision. This agreement, including its covenants and warranties, shall be binding upon and inure to the benefit of the Grantor and Bank and their respective successors and assigns; it shall be in addition to, and not in substitution of, any evidence of liability or any other agreement between the Grantor and Bank, all of which shall be construed as one instrument.

13. **Counterparts.** This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Grantor and the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above-written.

BELCO TECHNOLOGIES CORPORATION

By: 
Name: Kevin R. Gilman
Title: President

PNC BANK, NATIONAL ASSOCIATION

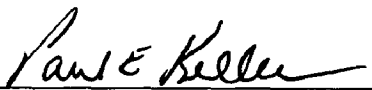
By: 
Name: Paul E. Kelleman
Title: Vice President

EXHIBIT A

To Financing Statement

In Favor of: PNC Bank, National Association, Secured Party By Belco Technologies Corporation, Debtor

All personal property of the Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) commercial tort claims, if any; (xiv) letter of credit rights; (xv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xvi) all supporting obligations of all of the foregoing property; (xvii) all property of the Grantor now or hereafter in the Bank's possession or in transit to or from, or under the custody or control of, the Bank or any affiliate thereof; (xviii) all cash and cash equivalents thereof; and (xix) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

SCHEDULE A

Schedule of Trade Names

NONE

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THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this 25th day of 2003 Belco Technologies Corporation, a Delaware corporation, having offices located at 7 Entin Road, Parsippany, New Jersey 07054 ("Grantor"), to secure the Liabilities (as defined below), hereby grants a security in, and assigns, to PNC BANK, NATIONAL ASSOCIATION ("Bank"), having offices located at One Garret Mountain Plaza, West Paterson, New Jersey 07424. This Rider is incorporated into and made part of that certain Security Agreement ("**Security Agreement**") between the Grantor and the Bank dated November 25, 2003 and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as "**Loan Documents**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents. The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "**Trademarks**"). The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Liabilities (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Liabilities, the Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do

any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Covenants. The Grantor further covenants to the Bank that until all of the Liabilities have been satisfied in full: (c) the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

4. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including the right to grant licenses thereof ("Licenses") and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive License with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

5. Negative Pledge. The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank, provided that nothing herein shall prevent grantor from granting Licenses. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

6. No Additional Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

7. Pledge of Additional Trademarks. In the event the Grantor, either itself or through any agent, employee, licensee or designee shall: (a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or (b) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days

subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants the Bank a power of attorney, irrevocable until the Liabilities are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

8. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. (b) For such purposes, and in the event of an Event of Default under the Loan Documents and while Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Liabilities are satisfied in full. (c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence of an Event of Default under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

9. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

11. Termination of Agreement. Upon payment and performance of all Liabilities under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Bank therein.

12. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the

Trademarks pending as of the date of this Rider or thereafter, until the Liabilities shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to use reasonable commercial efforts to halt any infringement of the Trademarks, and upon reasonable request of the Bank. The Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

13. Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Liabilities of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Bank.

14. Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Liabilities of the Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantor fails to do or pay within thirty (30) days after written notice from the Bank and any such payment shall be deemed an advance by the Bank to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

15. Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.


16. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

17. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

18. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

BELCO TECHNOLOGIES CORPORATION

By: 
Name: Kevin R. Gilman
Title: President

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Paul E. Kelleman
Title: Vice President

SCHEDULE A

TRADEMARKS

		Owned by	US Reg. No.
BELCO	USA, Canada, Italy, South Korea Community Trademark	BELCO	1043999 1254763
MERLIN	USA	BELCO	1640304
MERLIN II	USA	BELCO	1498415