

07-09-2004

12-30-03

To the Honorable Commissioner of Patents and Trad

1. Name of conveying party(ies): 12-30-03

Specialized Technology Resources, Inc.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State Delaware
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 8, 2003

102742743

Name: Webster Bank

Internal Address: _____

Street Address: _____

185 Asylum Street

CityPlace II

City: Hartford State CT ZIP 06103

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

See Schedule A attached.

B. Trademark Registration No.(s)

See Schedule A attached.

Additional numbers attached? Yes No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 19

7. Total fee (37 CFR 3.41)..... \$490.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number: _____

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

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia

Name of Person Signing

Signature

December 29, 2003

Date

Total number of pages including cover sheet, attachments, and document 14

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

12/31/2003 LABELER 0000060 102742743 40.00 00 450.00 00

TRADEMARK

REEL: 002889 FRAME: 0411

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TRADEMARK RECORDATION FORM COVER SHEET

ATTACHMENT

1. Name of conveying parties (cont.):

Cal Safety Compliance Corporation – California corporation
Specialized Technology Resources (International), Inc. – Delaware corporation
Schuster Laboratories, Inc. – Delaware corporation
Supply Chain Consulting Services Corporation – Delaware corporation
STR Capital Inc. – Delaware corporation

SCHEDULE A

MARKS WITH UNITED STATES FEDERAL REGISTRATION

(including applications for registration)

Trademark	Trademark Application No.	Filing Date	Country	Registration No.	Date of Registration	Procedure Status	Expiration Date
Owned by Specialized Technology Resources, Inc.							
PHOTOCAP	75/787510		US	2,364,580	7/4/2000	REGISTERED	7/4/2006
STR & PYRAMID DESIGN	75/714890		US	2,355,123	6/6/2000	REGISTERED	6/6/2006
PYRAMID DESIGN	75/714898		US	2,385,233	9/12/2000	REGISTERED	9/12/2006
PYRAMID DESIGN	75/716074		US	2,387,462	9/19/2000	REGISTERED	9/19/2006
PYRAMID DESIGN	75/716079		US	2,368,340	7/18/2000	REGISTERED	7/18/2006
STR & PYRAMID DESIGN	75/714522		US	2,372,546	8/1/2000	REGISTERED	8/1/2006
STR & PYRAMID DESIGN	75/714583		US	2,403,629	11/14/2000	REGISTERED	11/14/2006
STR & PYRAMID DESIGN	75/863053		US	2,395,989	10/17/2000	REGISTERED	10/17/2006
PYRAMID DESIGN	75/862625		US	2,395,986	10/17/2000	REGISTERED	10/17/2006
ASK THE LAB	76/047872		US	2,518,747	12/11/2001	REGISTERED	12/11/2007
STR-R	76/209067		US	2,697,122	3/18/2003	REGISTERED	3/18/2013
Chemsafe	73/439347		US	1,367,532	10/29/85	REGISTERED	
ISO 9001 REGISTERED COMPANY	76/207915		US			CLOSED (ABANDONED)	
ISO 9001:2000	76/207914		US			CLOSED (ABANDONED)	
ISO 9002	76/207913		US			CLOSED (ABANDONED)	
ISO 9003	76/208643		US			PENDING	
Owned by Shuster Laboratories, Inc.							
QUALITY CERTIFIED SHUSTER LABS & DESIGN	76/120275		US	2529494	1/15/2002	REGISTERED	
TAQA	75/323352		US	2212495	12/22/1998	REGISTERED	
TECHNICALLY ADVANCED QUALITY ASSURANCE TAQA	75/323351		US	2214090	12/29/1998	REGISTERED	
SHUSTER	1341396		US	1341396	6/11/1985	REGISTERED	
S SHUSTER (STYLIZED)	1354603		US	1354603	8/13/1985	REGISTERED	
DIRECT LINK	1360960		US		9/17/1985	UNREGISTERED	

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (this "Agreement") (this "Agreement") is made as of December 8, 2003, by and between **SPECIALIZED TECHNOLOGY RESOURCES, INC.**, a Delaware corporation (the "Borrower"); its subsidiaries, **CAL SAFETY COMPLIANCE CORPORATION**, a California corporation, **SPECIALIZED TECHNOLOGY RESOURCES (INTERNATIONAL), INC.**, a Delaware corporation, **SHUSTER LABORATORIES, INC.**, a Delaware corporation, **SUPPLY CHAIN CONSULTING SERVICES CORPORATION**, a Delaware corporation, and **STR CAPITAL INC.**, a Delaware corporation (collectively the "Subsidiaries," and each individually a "Subsidiary"); and **WEBSTER BANK, as Agent** (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of the financial institutions and other Persons which are now or hereafter become Lenders under, and as defined in, the Credit Agreement referred to below (collectively, the "Lenders").

RECITALS

1. The Lenders, the Agent and the Borrower are parties to that certain Credit Agreement of even date herewith (as the same may be amended, renewed, restated, extended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), pursuant to which, subject to certain terms and conditions contained therein, the Lenders have agreed to make loans to the Borrower from time to time up to the limits set forth in the Credit Agreement (the "Loans"), such loans to be evidenced by one or more Revolving Credit Notes and Term Notes of the Borrower issued from time to time pursuant to the Credit Agreement (as such notes may be amended, renewed, restated, extended, supplemented, replaced or otherwise modified from time to time, collectively, the "Notes").

2. Each Subsidiary is a wholly-owned subsidiary of the Borrower and will benefit from the credit facilities extended and to be extended pursuant to the Credit Agreement.

3. In accordance with the requirements of the Credit Agreement, and in order to induce the Lenders to extend credit to the Borrower as described above, the Subsidiaries (a) have executed and delivered to the Agent for the benefit of the Lenders their joint and several Guaranty of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented, extended or otherwise modified from time to time, the "Guaranty") and (b) have entered into a Guarantor Security and Pledge Agreement with the Agent dated as of December 8, 2003 (as amended, renewed, restated, extended, supplemented, replaced or otherwise modified from time to time, the "Guarantor Security Agreement").

4. In addition, as further inducement to the Lenders to extend such credit, the Borrower has entered into a Security and Pledge Agreement with the Agent dated as of December 8, 2003 (as amended, renewed, restated, extended, supplemented, replaced or otherwise modified from time to time, the "Borrower Security Agreement").

5. The Borrower and the Subsidiaries (collectively, the “**Debtors**” and each individually, a “**Debtor**”) are the owners and users of the United States trademarks and trademark applications (the “**Applications**”) listed on **Schedule 1** hereto and identified in the Borrower Security Agreement and the Guarantor Security Agreement (together, the “**Security Agreements**”) (the “**Trademarks**”).

6. Among the security interests granted by the Debtors to the Agent pursuant to the Security Agreements are security interests in the Trademarks and Applications listed on **Schedule 1** hereto, and in any registered trademarks which may hereafter issue in respect of the Applications together with the goodwill of the businesses associated with and symbolized by such Trademarks.

7. The parties to the Security Agreements contemplate and intend that, if an Event of Default (as defined therein) shall occur and be continuing, the Agent shall have all rights of the applicable Debtor in and to the Trademarks and the goodwill of the business of such Debtor associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Agent, as foreclosing secured party on behalf of the Lenders, to continue such business of the Debtor or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Debtor;

8. The Debtors have agreed to enter into this Agreement in order to induce the Lenders and the Agent, *inter alia*, to enter into the Credit Agreement and to extend credit thereunder.

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

Section 1. The parties reconfirm the terms of the Security Agreements, each as if set forth fully herein, and acknowledge that the Agent has a security interest in the Applications and the Trademarks listed on **Schedule 1** hereto, and in any registered trademarks which may hereafter issue in respect of the Applications, together with the goodwill of the business associated with and symbolized by such Trademarks.

Section 2. As security for the Obligations (as defined in the Security Agreements), each of the Debtors hereby collaterally assigns to the Agent and grants a security interest to the Agent, on behalf of the Lenders, in and to, all of such Debtor’s right, title and interest in and to such of the Applications and the Trademarks and in any registered trademarks which may hereafter issue in respect of the Applications as are owned by such Debtor and the goodwill of the business associated therewith.

Section 3. Each of the Debtors agrees that it will not sell or assign any of the Applications, any of the Trademarks or any registered trademarks which may hereafter issue in respect of the Applications without the prior written consent of the Agent.

Section 4. The Debtors and the Agent request that the Commissioner of Patents and Trademarks record this document with respect to the Applications and the Trademarks.

Section 5. Each of the Debtors hereby appoints the Agent as such Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Security Agreements), to execute and deliver, in the name and on behalf of such Debtor, and to cause the recording of all such further assignments and other instruments as the Agent may deem necessary or desirable in order to carry out the intent of the Security Agreements and this Security Agreement (Trademarks). Each of the Debtors agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

[The next pages are the signature pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, managers, representatives or agents as an instrument under seal as of the day and year first above written.

**SPECIALIZED TECHNOLOGY RESOURCES,
INC.**

By: Barry A. Morris
Name: BARRY A. MORRIS
Title: CFO

**CAL SAFETY COMPLIANCE
CORPORATION**

By: Greg Gardner
Name: Greg Gardner
Title: CEO

**SPECIALIZED TECHNOLOGY RESOURCES
(INTERNATIONAL), INC.**

By: Barry A. Morris
Name: BARRY A. MORRIS
Title: CFO

SHUSTER LABORATORIES, INC.

By: Barry A. Morris
Name: BARRY A. MORRIS
Title: VP

**SUPPLY CHAIN CONSULTING SERVICES
CORPORATION**

By: Greg Gardner
Name: Greg Gardner
Title: President

STATE OF CONNECTICUT)

COUNTY OF Hartford) ss. Hartford
)

Personally appeared Bamy A. Morris, the CFO of Specialized Technology Resources (International), Inc., the signer of the foregoing instrument, and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

WITNESS my hand and seal this 5th day of December, 2003.

Andrea Almeida

Notary Public

My Commission Expires:

ANDREA L. ALMEIDA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2004

STATE OF CONNECTICUT)

COUNTY OF Hartford) ss. Hartford
)

Personally appeared Bamy A. Morris, the V.P. of Shuster Laboratories, Inc., the signer of the foregoing instrument, and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

WITNESS my hand and seal this 5th day of December, 2003.

Andrea Almeida

Notary Public

My Commission Expires

ANDREA L. ALMEIDA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2004

TRADEMARK

REEL: 002889 FRAME: 0419

STATE OF CONNECTICUT)

) ss.

COUNTY OF)

Personally appeared _____, the _____ of Supply Chain Consulting Services Corporation, the signer of the foregoing instrument, and _____ acknowledged the same to be _____ free act and deed and the free act and deed of said corporation, before me.

WITNESS my hand and seal this _____ day of December, 2003.

Notary Public

My Commission Expires:

STATE OF CONNECTICUT)

) ss.

COUNTY OF HARTFORD)

Hartford

Personally appeared Dennis L. Jilot, the President of STR Capital Inc., the signer of the foregoing instrument, and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

WITNESS my hand and seal this 5th day of December, 2003.

Patricia E. Rodgers
Notary Public Patricia E. Rodgers
My Commission Expires: 4/30/2003

STATE OF CONNECTICUT)

) ss.

COUNTY OF Hartford)

Hartford

Personally appeared Steven J. Corcoran the Vice President of Webster Bank, the signer of the foregoing instrument, and he acknowledged the same to be his free act and deed and the free act and deed of said corporation [corporation, limited liability company, partnership, etc.], before me.

WITNESS my hand and seal this 5th day of December, 2003.

Andrea Almeida
Notary Public
My Commission Expires:

ANDREA L. ALMEIDA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2004

CALIFORNIA
ALL-PURPOSE
ACKNOWLEDGMENT

State of California
County of Los Angeles

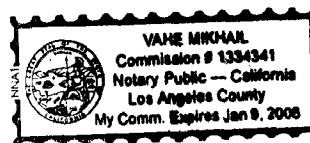
On Dec. 4, 2003, before me, Vahe Mikhail, Notary Public,
personally appeared Greg Gardner

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vahe Mikhail

Vahe Mikhail CA Notary #1334341 Exp. 01/09/06



OPTIONAL

Description of Attached Document:

Document Date: _____ Number of Pages: _____

Capacity(ies) Claimed by Signer

- Individual
- Corporate Officer - Title(s): CEO
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Cal Safety Compliance Corp.

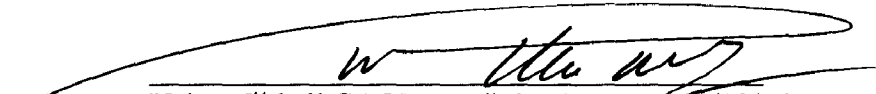
**CALIFORNIA
ALL-PURPOSE
ACKNOWLEDGMENT**

State of California
County of Los Angeles

On Dec. 4, 2003, before me, Vahe Mikhail, Notary Public,
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proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Vahe Mikhail CA Notary #1334341 Exp. 01/09/06



OPTIONAL

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Document Date: _____ Number of Pages: _____

Capacity(ies) Claimed by Signer

- Individual
- Corporate Officer - Title(s): President
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Supply Chain Consulting Services Corp.

SCHEDULE A**MARKS WITH UNITED STATES FEDERAL REGISTRATION****(including applications for registration)**

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STR-R	76/209067		US	2,697,122	3/18/2003	REGISTERED	3/18/2013
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DIRECT LINK	1360960		US		9/17/1985	UNREGISTERED	

BOS_426014_2/EMUNNELL

RECORDED: 12/30/2003

TRADEMARK
REEL: 002889 FRAME: 0423