

01-20-2004

1.7.04

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

RE

S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102649238

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Tri-Seal Holdings, Inc.

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

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

2. Name and address of receiving party(ies)  
 Name: HSBC Bank USA, as Collateral Agent  
 Internal Address:  
 Street Address: 452 Fifth Avenue  
 City: New York State: NY Zip: 10018

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State New York  
 Other banking corporation and trust company

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

Execution Date: 11/21/2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)

1675045

See attached Schedule A

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Rosalind Rodburg  
 Internal Address:  
 Street Address: Latham & Watkins  
 885 3rd Avenue  
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

9. Signature. 40.00 OP 250.00 OP

Rosalind Rodburg  
 Name of Person Signing

*Rodburg*  
 Signature

1/6/04  
 Date

DO NOT USE THIS SPACE

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

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

01/16/2004 BYRME  
01 FC:0521  
02 FC:0522



01-08-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #66

TRADEMARK REEL: 002898 FRAME: 0126

**Active U.S. Federal Trademark Registrations**

<b>OWNER</b>	<b>MARK</b>	<b>Reg. No</b>	<b>Reg. Date</b>
Tri-Seal Holdings, Inc.	F-217	1,675,065	02/11/1992
Tri-Seal Holdings, Inc.	SOR	1,252,942	10/04/1983
Tri-Seal Holdings, Inc.	TRI-FOIL	1,305,889	11/20/1984
Tri-Seal Holdings, Inc.	TRI-GARD	1,278,994	05/22/1984
Tri-Seal Holdings, Inc.	TRI-GARD SPE	2,271,443	08/24/1999
Tri-Seal Holdings, Inc.	TRI-GARD SPET	2,216,083	01/05/1999
Tri-Seal Holdings, Inc.	TRI-GARD SPP	2,214,222	12/29/1998
Tri-Seal Holdings, Inc.	TRI-LAM	1,486,151	04/26/1988
Tri-Seal Holdings, Inc.	TRI-SEAL	1,463,496	11/03/1987
Tri-Seal Holdings, Inc.	TRI-SHIELD	2,342,590	04/18/2000
Tri-Seal Holdings, Inc.	TRI-SO2RB	2,240,374	04/20/1999

GRANT OF SECURITY INTEREST  
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tri-Seal Holdings, Inc., a Delaware corporation (the "Grantor") with principal offices at 260 North Denton Tap Rd., Suite 150, Coppell, Texas 75019, hereby grants to HSBC Bank USA, as Collateral Agent, with offices at 452 Fifth Avenue, New York, New York 10018, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Second Lien Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Note Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 21, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Second Lien Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Second Lien Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Second Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Second Lien Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Grant are deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

Pursuant to the terms of the Indenture (as defined in the Second Lien Security Agreement), the security interest granted herein shall in all circumstances prior to the Priority Lien Satisfaction Date (as defined in the Second Lien Security Agreement) be junior and subordinate in ranking to all Priority Liens (as defined in the Second Lien Security Agreement).

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the \_\_\_ day of November, 2003.

TRI-SEAL HOLDINGS, INC.

By: *Kenneth Baker*  
Name: *Kenneth W.R. Baker*  
Title: *President*

State of *TEXAS*

County of *Denton*

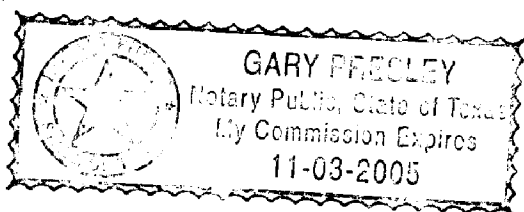
*11/19*, 2003

Then personally appeared the above named *Kenneth Baker* as \_\_\_\_\_ of TRI-SEAL HOLDINGS, INC., and acknowledged the foregoing instrument to be his free act and deed as \_\_\_\_\_ of TRI-SEAL HOLDINGS, INC., before me,

*Gary Precley*

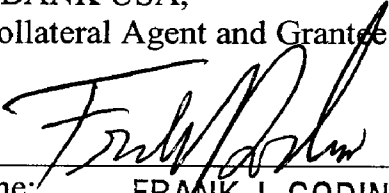
Notary Public

My commission expires: *11-03-05*



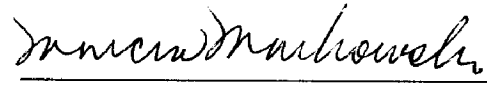
IN WITNESS WHEREOF, the undersigned has executed this Grant of Trademark Security Interest as of the \_\_\_\_ day of November, 2003.

HSBC BANK USA,  
as Collateral Agent and Grantee

By   
Name: FRANK J. GODINO  
Title: Vice President

STATE OF New York )  
  ) ss:  
COUNTY OF New York )

On this 21<sup>st</sup> day of November, 2003, before me personally came Frank J. Godino who, being by me duly sworn, did state as follows: that he is V.P. of HSBC Bank USA, that he is authorized to execute the foregoing Grant of Trademark Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
Notary Public

MARCIA MARKOWSKI  
No. 24-0194275 1005  
Notary Public, State of New York  
Qualified in Kings County  
Commission Expires 11-30-06

**Active U.S. Federal Trademark Registrations**

OWNER	MARK	Reg. No	Reg. Date
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Tri-Seal Holdings, Inc.	SOR	1,252,942	10/04/1983
Tri-Seal Holdings, Inc.	TRI-FOIL	1,305,889	11/20/1984
Tri-Seal Holdings, Inc.	TRI-GARD	1,278,994	05/22/1984
Tri-Seal Holdings, Inc.	TRI-GARD SPE	2,271,443	08/24/1999
Tri-Seal Holdings, Inc.	TRI-GARD SPET	2,216,083	01/05/1999
Tri-Seal Holdings, Inc.	TRI-GARD SPP	2,214,222	12/29/1998
Tri-Seal Holdings, Inc.	TRI-LAM	1,486,151	04/26/1988
Tri-Seal Holdings, Inc.	TRI-SEAL	1,463,496	11/03/1987
Tri-Seal Holdings, Inc.	TRI-SHIELD	2,342,590	04/18/2000
Tri-Seal Holdings, Inc.	TRI-SO2RB	2,240,374	04/20/1999

**NON-US MARKS AND APPLICATIONS**

Entity	Mark	App. No.	Reg. No.	Jurisdiction	Status	File Date	Reg. Date
Tri-Seal Holdings, Inc.	TRI-SHIELD	942,953	942,953	European Union (CTM)	Registered	09/22/1998	01/13/2000
Tri-Seal Holdings, Inc.	F-219	942,706	942,706	European Union (CTM)	Registered	09/22/1998	01/26/2000
Tri-Seal Holdings, Inc.	F-217	921,064		European Union (CTM)	Abandoned	09/03/1998	
Tri-Seal Holdings, Inc.	F-8268	942,771	942,771	European Union (CTM)	Registered	09/22/1998	01/26/2000
Tri-Seal Holdings, Inc.	TRI-SO2RB	942,870	942,870	European Union (CTM)	Registered	09/22/1998	01/13/2000
Tri-Seal Holdings, Inc.	F-828	942,748	942,748	European Union (CTM)	Registered	09/22/1998	01/26/2000

TRADEMARK

REEL: 002898 FRAME: 0132

Entity	Mark	App. No.	Reg. No.	Jurisdiction	Status	File Date	Reg. Date
Tri-Seal Holdings, Inc.	TRI-GARD	942,813	942,813	European Union (CTM)	Registered	09/22/1998	01/13/2000
Tri-Seal Holdings, Inc.	TRI-SEAL	921,023	921,023	European Union (CTM)	Registered	09/03/1998	03/19/2001
Tri-Seal Holdings, Inc.	TRI-SEAL	670,703	1,240,715	France	Registered	07/12/1983	07/12/1983