



102653963

To the Honorable Commissioner \_\_\_\_\_  
\_\_\_\_\_ attached original documents or copy thereof.

1. Name of conveying party(ies):

1.26.04

Underwriters Laboratories, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Not for Profit Delaware)
- Other \_\_\_\_\_

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

3. Nature of conveyance:

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

Execution Date: 12/23/2003

2. Name and address of receiving party(ies)

Name: The CIT Group/Business Credit, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 10 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

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: Tammy S. Settle

Internal Address: Vedder Price Kaufman Kammholz

Street Address: 222 North LaSalle Street

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: \_\_\_\_\_

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0259

DO NOT USE THIS SPACE

9. Signature.

Tammy S. Settle

January 12, 2004

Name of Person Signing

Signature

Date

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

01/23/2004 DBYRNE 00000174 220259 2045750

01 FC:8521 40.00 DA  
02 FC:8522 400.00 DA

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

**SCHEDULE A****to Trademark and License Security Agreement****TRADEMARKS**

<b>Owner Name</b>	<b>Trademark Name</b>	<b>Registration Numbers</b>	<b>Registration Date</b>
Environmental Health Labs	EHL Design	2,045,750	March 18, 1997
Underwriters Laboratories Inc.	EMC & Design	1,953,615	January 30, 1996
Underwriters Laboratories Inc.	EMC INTERNATIONAL SERVICES & Design	2,326,072	March 7, 2000
Underwriters Laboratories Inc.	EPH INSIGHTS & Design	2,152,602	April 21, 1998
Underwriters Laboratories Inc.	GLOBALABILITY	2,709,154	April 22, 2003
Underwriters Laboratories Inc.	ON THE MARK	1,966,645	April 9, 1996
Underwriters Laboratories Inc.	REVERSE UR	1,123,070	July 24, 1979
Underwriters Laboratories Inc.	THE CODE AUTHORITY	1,999,056	September 10, 1996
Underwriters Laboratories Inc.	TRIANGLE DESIGN	1,979,581	June 11, 1996
Underwriters Laboratories Inc.	UL Circle	2,391,140	October 3, 2000
Underwriters Laboratories Inc.	UL Circle	782,589	December 29, 1964
Underwriters Laboratories Inc.	UND. LAB. INC. LIST	669,422	November 4, 1958
Underwriters Laboratories Inc.	UND. LAB. INC. LIST	1,139,122	August 26, 1980
Underwriters Laboratories Inc.	UNDERWRITERS LABORATORIES INC.	1,110,289	December 26, 1978
Underwriters Laboratories Inc.	UNDERWRITERS LABORATORIES INC. LISTED	654,922	November 19, 1957
Underwriters Laboratories Inc.	WIRETALK	1,911,394	August 15, 1995
Underwriters Laboratories Inc.	WORKING FOR A SAFER WORLD	2,604,688	August 6, 2002

## TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of December 23, 2003, between UNDERWRITERS LABORATORIES INC., a not for profit Delaware corporation ("UL"; and together with any other Person who may become a party hereto as a grantor, collectively, the "Grantors" and individually, each a "Grantor") and THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation ("CIT"), as agent for the Lenders referred to below (CIT, in such capacity "Agent").

### W I T N E S S E T H:

WHEREAS, Agent, certain financial institutions from time to time a party thereto (the "Lenders") and UL have entered into that certain Financing Agreement (the "Financing Agreement"), dated of even date herewith, pursuant to which the Lenders have, subject to the terms and conditions set forth therein, agreed to extend certain credit facilities to UL the Grantors;

WHEREAS, the Agent and the Lenders have required, as a further condition to entering into the Financing Agreement and to secure the Obligations under the Financing Agreement and the other Loan Documents, that Grantors execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Financing Agreement; and (b) the following terms have the following meanings:

Collateral see Section 2.

Default means the occurrence of any of the following events: (a) any Default; (b) any Event of Default; or (c) any warranty of any of the Grantors herein is untrue or misleading in any material respect on the date such warranty is made and, as a result thereof, the Agent's security interest in any material portion of the Collateral is not perfected or the Agent's rights and remedies with respect to any material portion of the Collateral are materially impaired or otherwise materially adversely affected.

- (ii) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to

statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references herein to any instruments or agreements to which Agent is a party, including, without limitation, references to the Financing Agreement and any of the other Loan Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each of the Grantors hereby grants, to Agent, for its benefit and the ratable benefit of the Lenders a first priority security interest (subject to Permitted Encumbrances), having priority over all other security interests (other than Permitted Encumbrances), with power of sale (to the extent permitted by applicable law), in all of such Grantor's now owned and existing and hereafter acquired or arising (collectively, the "Collateral"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and 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 or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Agent's and Lenders' rights under the Financing Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this

Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of, or realization on, the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of the Agent, such Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Agent in such Grantor's rights under such license agreement.

3. Restrictions on Future Agreements. Each of the Grantors will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, but excluding the renewal of any agreements currently in effect and licenses of third party software commonly known as "shrink wrap" or "click wrap" licenses, which is inconsistent with this Agreement, and such Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of such Grantor's business.

4. New Trademarks and Licenses. Each of the Grantors represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses owned or held by such Grantor on the Closing Date. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new material Trademark (including without limitation, registered Trademarks and Trademarks for which an application for registration has been filed) or Licenses or (ii) become entitled to the benefit of any new or existing material Trademark (including without limitation, registered Trademarks and Trademarks for which an application for registration has been filed) or License, the provisions of Section 2 shall automatically apply thereto and such Grantor shall notify Agent in writing (with reasonable detail) of such changes once every six months; provided that such Grantor shall, within five (5) days of approval, notify Agent and provide Agent with copies of all relevant documents relating to the approval of an application for a domestic Trademark by the United States Patent and Trademark Office. Each of the Grantors hereby authorizes Agent to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, each of the Grantors hereby agrees that Agent's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agent actually amends Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Financing Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Agent a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be

bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Agent for its benefit and the ratable benefit of the Lenders a first priority security interest in all of its Collateral, as provided herein.

6. Royalties. Each of the Grantors hereby agrees that the use by Agent of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to such Grantor.

7. Nature and Continuation of Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Financing Agreement terminated. At such time, the rights granted to Agent hereunder shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, consistent with, and subject to the limitations contained in, the Financing Agreement at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of each Grantor relating to the Trademarks and the Licenses, including, without limitation, such Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of such Grantor's ordinary business operations. During the continuance of, a Default, and subject to the terms of the Financing Agreement, each of the Grantors agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks or the Licenses. Each of the Grantors agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Agent, except to the extent permitted by the Financing Agreement (ii) to maintain, in all material respects, the quality of any and all products in connection with which the Trademarks are used, consistent, in all material respects, with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent, except to the extent permitted by the Financing Agreement.

9. Duties of Grantors. Each Grantor shall have the duty, to the extent necessary or desirable in the exercise of Grantor's reasonable business judgment and consistent, in all material respects, with such Grantor's current business practices: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as such Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of such Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. No Grantors shall abandon any material trademark or

service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in such Grantor's commercially reasonable business judgment, necessary or desirable in the exercise of Grantor's reasonable business judgment. Grantor agrees to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings. Neither Agent nor any Lender shall have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Agent's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Obligations secured hereby.

10. Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, and subject to the terms of the Financing Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, each of the Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Each of the Grantors shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 10 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. No course of dealing between any Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Financing Agreement or other Loan Documents shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Financing Agreement or other Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Financing Agreement or other Loan Documents. Without limiting the generality of the foregoing, each Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Lender shall have the right to exercise its rights under the Financing Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of a Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of such Grantor's business. Any proceeds of any of the Collateral may be applied by the Agent to the payment of expenses in connection with the enforcement of Agent's rights and remedies hereunder and in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Agent toward the payment of such of the Obligations, and in such order of application, as

the Agent may from time to time elect (and, after payment in full of all Obligations, any excess shall be delivered to the Company or as a court of competent jurisdiction shall direct).

13. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2, 4 and 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each of the Grantors hereby irrevocably appoints Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below during the existence and continuance of a Default. Upon the occurrence and during the continuance of a Default, each of the Grantors hereby authorizes Agent to, in its sole discretion, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of such Grantor's business connected with the use of, and symbolized by, such Trademarks. Each of the Grantors hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Each of the Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Financing Agreement or other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Agent and the Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.



17. Binding Effect; Benefits. This Agreement shall be binding upon each of the Grantors and its successors and assigns, and shall inure to the benefit of Agent and the Lenders, and their nominees, successors and assigns. Each of the Grantors' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent.


18. Governing Law/Forum Selection. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF ILLINOIS. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST ANY GRANTOR WITH RESPECT TO THIS AGREEMENT OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO EACH GRANTOR AT THE ADDRESS SET FORTH BELOW ITS SIGNATURE ON THE SIGNATURE PAGE TO THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILED OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.


19. Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW

*Signature Page to Trademark and License Security Agreement*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

UNDERWRITERS LABORATORIES INC., as a  
Grantor

By:   
Name: Michael A. Saltzman  
Title: Exec. Vice President & CFO

By:   
Name: Kathleen M. Szczek  
Title: Treasurer

Address: 333 Pfingsten Road  
Northbrook, IL 60062  
Facsimile: (847) 509-6221

**AGENT:**

THE CIT GROUP/BUSINESS CREDIT, INC.,  
as Agent

By: 

Name: JAMES P. ANDERSON

Title: VICE PRESIDENT

Address: 10 South LaSalle Street, 22<sup>nd</sup> Floor  
Chicago, Illinois 60603

Facsimile: (312) 424-9740

THE CIT GROUP/BUSINESS CREDIT, INC.,  
as Agent

Signature Page to Trademark and License Security Agreement

STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 23rd day of December, 2003, by Michael A. Saltzman, personally known to me to be the Exec. VP + CFO of Underwriters Laboratories Inc. on behalf of such entity.

OFFICIAL SEAL  
JENNIFER M JESSO  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAR. 8, 2006

Notary Public Jennifer M Jesso  
My Commission Expires March 8, 2006

STATE OF Illinois )  
 )  
COUNTY OF COOK ) SS

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 23rd day of December, 2003, by Kathleen M. Szczech, personally known to me to be the Treasurer of Underwriters Laboratories Inc. on behalf of such entity.

OFFICIAL SEAL  
JENNIFER M JESSO  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAR. 8, 2006

Notary Public Jennifer m jesso  
My Commission Expires March 8, 2006

**SCHEDULE B**  
**to Trademark and License Security Agreement**

**LICENSES**

None.