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To the Honorable Commissioner of Patents and Trademarks: Please record...

... and submit original documents or copy thereof.

10-7-04

1. Name of conveying party(ies):
STAR MANUFACTURING INTERNATIONAL INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DE
 Other 10-7-04

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

2. Name and address of receiving party(ies)
Name: ANTARES CAPITAL CORPORATION, AS AGENT
Internal
Address: Suite 4400
Street Address: 311 South Wacker Drive
City: Chicago State: IL Zip: 60606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DE
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 09/30/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/432,570;
75/567,722

B. Trademark Registration No.(s) n.a.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Penelope S. Johnson Penelope S. Johnson 10/05/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

10/08/2004 6TOM11 00000030 78432570

01 FC:8521
02 FC: 8522

40.00 OP
25.00 OP

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

TRADEMARK SECURITY AGREEMENT

Dated: September 30, 2004

WHEREAS, Star Manufacturing International, Inc., a Delaware corporation ("**Grantor**"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Star International Holdings, Inc., a Delaware corporation ("**Star**"), has entered into an Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Star Credit Agreement**"), with Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Star Credit Agreement (collectively, the "**Star Lenders**") and the New Star Credit Agreement (as defined below), and as a Star Lender, providing for extensions of credit and other financial accommodations to be made to Star by the Star Lenders; and

WHEREAS, New Star International Holdings, Inc., a Delaware corporation ("**New Star**"), has entered into a Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**New Star Credit Agreement**"), with Agent for the benefit of all financial institutions that from time to time become lenders under the New Star Credit Agreement (collectively, the "**New Star Lenders**"; together with the Star Lenders, the "**Lenders**") and the Star Credit Agreement, and as a New Star Lender, providing for extensions of credit and other financial accommodations to be made to New Star by the New Star Lenders; and

WHEREAS, Grantor is a Subsidiary of Star and, as such, will derive substantial benefit and advantage from the financial accommodations available to Star and New Star set forth in the Star Credit Agreement and New Star Credit Agreement, including the loans and advances made to Star and New Star thereunder, and it will be to Grantor's direct interest and economic benefit to assist Star and New Star in procuring such financing accommodations from the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 13, 2003, as amended and reaffirmed by that certain Master Reaffirmation and Amendment Agreement dated as of the date hereof (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and among Grantor, each other "**Debtor**" from time to time party thereto and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "**Trademarks**" (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security

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interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the year and date first written above.

**STAR MANUFACTURING
INTERNATIONAL, INC.,**
a Delaware corporation

By: Frank Riccetto
Name: Frank Riccetto
Title: PRESIDENT-CEO

*Acknowledged and accepted as of the year
and date first written above:*

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement -Star Manufacturing

**TRADEMARK
REEL: 003061 FRAME: 0613**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the year and date first written above.

**STAR MANUFACTURING
INTERNATIONAL, INC.,**
a Delaware corporation

By: _____

Name: _____

Title: _____

*Acknowledged and accepted as of the year
and date first written above:*

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By:  _____

Name: Steven J. Robinson

Title: Director

U.S. Trademark Registrations

None

Foreign Trademark Registrations

None

U.S. Trademark Applications

Mark	Application No.	Filing Date
POD	78/432,570	06/09/04
STAR GRILL-MAX PRO	75/567,722	12/30/03

Foreign Trademark Applications

None

Trademark Licenses

None