

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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Name:	General Electric Capital Corporation																																													
Street Address:	500 West Monroe Street																																													
City:	Chicago																																													
State/Country:	ILLINOIS																																													
Postal Code:	60661																																													
Entity Type:	CORPORATION: DELAWARE																																													
PROPERTY NUMBERS Total: 14																																														
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TRADEMARK

CORRESPONDENCE DATA

Fax Number: (212)556-2222

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128274393

Email: jwilliams@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

J Williams, J Park 8661 9631 9032

Signature:

/J Williams, J Park 8661 9631 9032/

Date:

05/12/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May, 6, 2005 by NEPTCO INCORPORATED, a Rhode Island corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as the Administrative Agent for the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, the Administrative Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans and to incur LOC Obligations for the benefit of Grantor;

WHEREAS, the Administrative Agent and the Lenders are willing to make the Loans and to incur LOC Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of the Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant Of Security Interest In Trademark Collateral. To secure the prompt and complete payment, performance and observance of all of the Credit Party Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities, and indebtedness of each Grantor arising under this Trademark Security Agreement and each other Credit Document to which such Grantor is a party, Grantor hereby grants to the Administrative Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, all products and proceeds arising from any claim by Grantor against third parties for past, present or future

(i) infringement or dilution of any Trademark, including any Trademark licensed to a third party under any Trademark License or (ii) injury to the goodwill associated with any Trademark, including any Trademark licensed to a third party under any Trademark License.

Notwithstanding the foregoing, no security interest shall be granted in, and the Trademark Collateral shall not include, (i) any trademark to the extent granting a security interest in such trademark is prohibited by applicable law and (ii) any intent to use trademark application prior to the filing of a Statement of Use with the United States Patent and Trademark Office or the withdrawal of the intent to use basis for filing.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. In the event of a conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the Security Agreement shall govern.

[signature page follows]

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

NEPTCO INCORPORATED

By: 

Name: Kenneth Fumaldi

Title: Vice President Finance & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as the Administrative Agent

By: _____

Name: _____

Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 003082 FRAME: 0308


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

NEPTCO INCORPORATED

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as the Administrative Agent

By: 
Name: Kenneth Li
Title: Duly authorized Signatory

Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR

STATE OF RI)
COUNTY OF Providence) ss.

On this 6th day of May, 2005 before me personally appeared Kenneth Feroldi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEPTCO INCORPORATED, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Donna Marie Phaneuf
Notary Public

{seal}

TERM EXPIRES ON: 6/4/2006

ID#: 49939

Trademark Security Agreement

TRADEMARK
REEL: 003082 FRAME: 0310

Trademark Registrations

Mark	Country	Reg. No.	Reg. Date
CLEARVUE	U.S.	2,274,935	8/31/1999
FIREFITE	U.S.	2,246,442	5/18/1999
FLATLINE	U.S.	2,877,755	8/24/2004
GRAPHLITE	U.S.	1,898,110	6/6/1995
HIGH-DRAW	U.S.	2,051,025	4/8/1997
MULEGUN	U.S.	2,773,467	10/14/2003
MULETAPE	U.S.	1,266,309	2/7/1984
NEPTAPE	U.S.	2,048,014	3/25/1997
NEPTCO	U.S.	1,439,034	5/12/1987
NEPTCO LOGO	U.S.	1,378,761	1/21/1986
POWERLINE	U.S.	2,591,845	7/9/2002
SLICKTAPE	U.S.	2,061,523	5/13/1997
WAFERTAPE	U.S.	2,548,554	3/12/2002

Trademark Applications

Mark	Country	Reg. No.	Reg. Date
QUADTAPE	U.S.	76/592365	5/17/04