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To the Honorable Commissioner of Patent, Trademark and Copyright Administration, U.S. Patent and Trademark Office, Washington, D.C. 20231  
102891418

1. Name of conveying party(ies):  
THE DURCON COMPANY

- Individual(s)
- General Partnership
- Corporation-State MI
- Other 11-26-04
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 11/16/2004

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

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

A. Trademark Application No.(s) 76579740;  
76579741; 76548793

B. Trademark Registration No.(s) 2093273;  
2093266

Additional number(s) attached  Yes  No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman  
Suite 1800

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Penelope S. Johnson  
Signature

11/19/2004

Date

Total number of pages including cover sheet, attachments, and document: 7

11/26/2004 ECOOPER 00000001 76579740

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

01 FC:8521  
02 FC:8522

40.00 DP  
100.00 DP

TRADEMARK  
REEL: 003084 FRAME: 0638

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 16, 2004 is between **THE DURCON COMPANY**, a Michigan corporation (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders) under the Credit Agreement (as such terms are hereinafter defined).

### RECITALS

**WHEREAS**, 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**, Laboratory Tops, Inc., a Delaware corporation ("Borrower") has entered into an Amended and Restated Credit Agreement dated as of even date herewith (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being herein referred to as the "Credit Agreement") with Grantee, CIT Lending Services Corporation, as a Lender and (acting through one of its Affiliates(as defined in the Credit Agreement)) as Syndication Agent (as defined in the Credit Agreement), and the Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, Grantor is a wholly owned subsidiary of Borrower and as such will derive substantial benefit and advantage from the extensions of credit and other financial accommodations made to borrower by the Lenders; and

**WHEREAS**, pursuant to the terms of a Subsidiary Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Durcon Holdings, LLC 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 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

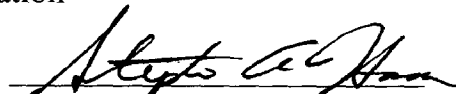
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred 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.

[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 date first written above.

**THE DURCON COMPANY**, a Michigan corporation

By: 

Name: Stephen A. Hanna

Title: Vice President

U.S. TRADEMARK REGISTRATIONS

<u>HOLDER</u>	<u>MARK</u>	<u>SERIAL/ REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
The Durcon Company	DURCON	Registration Number: 2093273	September 2, 1997
The Durcon Company	DURCON ON TOP	Serial Number: 76548793	Filed: October 3, 2003
The Durcon Company	DURCON	Registration Number: 2093266	September 2, 1997
The Durcon Company	DURCON ON TOP (and Design)	Serial Number: 76579740	
The Durcon Company	WITH DURCON, YOU'RE COVERED	Application Number: 76579741	

FOREIGN TRADEMARK REGISTRATIONS

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>APPLICATION/ REGISTRATION DATE</u>
The Durcon Company	DURCON	Argentina	1699387	11/02/98
The Durcon Company	DURCON	Australia	962002	7/16/03
The Durcon Company	DURCON	Bolivia	74193-C	8/12/99
The Durcon Company	DURCON	Bolivia	74192-C	8/12/99
The Durcon Company	DURCON	Canada		
The Durcon Company	DURCON	Chile	511661	6/5/98
The Durcon Company	DURCON	China	1212365	10/6/98
The Durcon Company	DURCON	China	1211292	9/28/98
The Durcon Company	DURCON	China	400879	10/28/96
The Durcon Company	DURCON	Egypt	151777	6/10/02

Trademark Security Agreement