

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Selig Sealing Holdings, Inc.		04/28/2005	CORPORATION: DELAWARE
Selig Intermediate Holdings, Inc.		04/28/2005	CORPORATION: DELAWARE
Selig Sealing Products, Inc.		04/28/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	American Capital Financial Services, Inc. as Agent
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	78490004	FOILSEAL
Serial Number:	76438732	ARISTOCARE
Serial Number:	76430796	FOILSEAL
Registration Number:	2711276	POLYSAN
Registration Number:	2144354	SELIG
Registration Number:	2302385	SURE-TAB

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: rocio.clausen@weil.com  
 Correspondent Name: Weil, Gotshal & Manges c/o Rocio Clausen  
 Address Line 1: 767 5th Avenue  
 Address Line 4: New York, NEW YORK 10153

CH \$165.00 78490004

NAME OF SUBMITTER:	Rocio Clausen
Signature:	/Rocio Clausen/
Date:	05/20/2005

**Total Attachments: 11**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, entered into as of April 28, 2005, by and among Selig Sealing Holdings, Inc., a Delaware corporation, ("Parent"), Selig Intermediate Holdings, Inc., a Delaware corporation ("Intermediate Co."), Selig Holdings Corporation, a Delaware corporation ("Holdings"), and Selig Sealing Products, Inc., an Illinois corporation ("Selig", and together with Parent, Intermediate Co. and Holdings, the "Grantors" and each a "Grantor"), to and in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation ("ACFS"), as agent for the Purchasers identified in the Note Purchase Agreement (the "Purchase Agreement") among the Grantors, ACFS and the Purchasers party thereto dated of even date herewith (in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Purchasers have severally agreed to purchase certain Senior Notes (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Secured Party (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement; and

WHEREAS, the parties hereto are parties to that certain Intercreditor Agreement (defined below) dated as of the date hereof;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Purchasers and the Secured Party to enter into the Purchase Agreement and to induce the Purchasers to purchase the Senior Notes thereunder, each Grantor hereby agrees with the Secured Party as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, hypothecates and grants to the Secured Party, for the benefit of the Purchasers, a Lien on and a continuing security interest in all of such Grantor's right, title and interest in the following property of such Grantor now owned or hereafter acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds, damages and other Liabilities now or hereafter due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. **Grantor Remains Liable**. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement, except to the extent the same are caused by the gross negligence or willful misconduct of the Secured Party. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such person.

SECTION 4. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

SECTION 5. **Counterparts**. This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 6. **Applicable Law**. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO MARYLAND CHOICE OF LAW DOCTRINE.

SECTION 7. **Intercreditor Agreement**. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Trademark Security Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 28, 2005, as the same may be amended, restated, supplemented, modified or replaced from time to time (the "**Intercreditor Agreement**") among MADISON CAPITAL FUNDING LLC, as First Lien Agent, AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Second Lien Agent, MADISON CAPITAL FUNDING LLC, as Control Agent, SELIG HOLDINGS

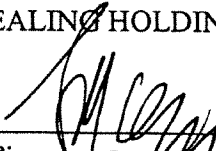
CORPORATION (to be known as Selig Sealing Products, Inc. following the merger of Selig Sealing Products, Inc. into Selig Holdings Corporation on or after the date hereof), as Borrower, SELIG SEALING HOLDINGS, INC., as Parent, and SELIG INTERMEDIATE HOLDINGS, INC., as Holdings. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

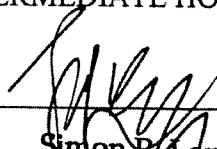
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

SELIG SEALING HOLDINGS, INC.

By:   
Name: \_\_\_\_\_  
Title: **Simon P. Lonergan**  
**Vice President**

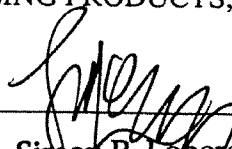
SELIG INTERMEDIATE HOLDINGS, INC.

By:   
Name: \_\_\_\_\_  
Title: **Simon P. Lonergan**  
**Vice President**

SELIG HOLDINGS CORPORATION

By:   
Name: \_\_\_\_\_  
Title: **Simon P. Lonergan**  
**Vice President**

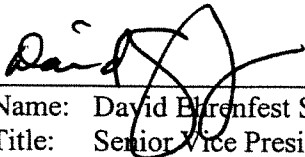
SELIG SEALING PRODUCTS, INC.

By:   
Name: \_\_\_\_\_  
Title: **Simon P. Lonergan**  
**Vice President**

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as the Secured Party

By:

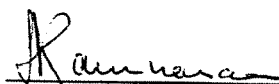
  
Name: David Ehrenfest Steinglass  
Title: Senior Vice President

*SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT*

**TRADEMARK**  
**REEL: 003089 FRAME: 0076**

Acknowledgement of Grantor  
STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 26 day of April, 2005 before me personally appeared Simon P. Werngen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Selig Sealing Holdings, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

J. SITA RAMNARACE  
Notary Public, State of New York  
No. 01RA6008809  
Qualified in Queens County  
Commission Expires June 15, 2006



Acknowledgement of Grantor

STATE OF New York )

) ss.  
COUNTY OF New York )

On this 26 day of April, 2005 before me personally appeared Simon P. Loney proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Selig Intermediate Holdings, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

J. Sita Ramnarace  
Notary Public

J. SITA RAMNARACE  
Notary Public, State of New York  
No. 01RA6008809  
Qualified in Queens County  
Commission Expires June 15, 2006

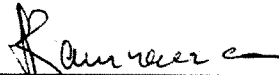
Acknowledgement of Grantor

STATE OF New York )

) ss.

COUNTY OF New York )

On this 26 day of April, 2005 before me personally appeared Simon P. Lonergan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Selig Holdings Corporation, who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

J. SITA RAMNARACE  
Notary Public, State of New York  
No. 01RA6008809  
Qualified in Queens County  
Commission Expires June 15, 2006



**TRADEMARK SECURITY AGREEMENT SCHEDULES**

LIBNY/4411333.1

**TRADEMARK  
REEL: 003089 FRAME: 0081**

**SCHEDULE I**  
to  
**Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

<b>Date Filed/Registered</b>	<b>Serial/Application/Registration No.</b>	<b>Mark</b>	<b>Status</b>	<b>Country</b>
Filed 9/27/04	78-490004	FoilSeal (Stylized Character Mark)	Pending	US/Federal
Filed 8/8/02	76-438732	ESTERFOIL III	Suspended (3/2/04)	US/Federal
Filed 7/15/02	76-430796	FOILSEAL	Abandoned (2/15/05 – Failure to Respond)	US/Federal
Filed 7/15/02 Registered 4/29/03	Registration #2711276 Serial #76-430795	POLYSAN	Registered	US/Federal
Filed 1/3/97 Registered 3/17/98	Registration #2144354 Serial #75-221172	SELIG	Registered	US/Federal
Filed 7/12/96 Registered 12/21/99	Registration #2302385 Serial #75-133486	SURE-TAB	Registered	US/Federal

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