

12-20-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 121704
EAGLE SOLUTIONS ACQUISITION CORP

- Individual(s)
- General Partnership
- Corporation-State
- Other DELAWARE
- 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: 12/9/2004

2. Name and address of receiving party(ies)

Name: PNC BANK, NATIONAL ASSOCIATION

Internal Address: 14TH FLOOR

Street Address: 70 EAST 55TH STREET

City: NEW YORK State: NY Zip: 10022

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

Additional number(s) attached Yes No

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

Name: AZURE WILLIS

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

AZURE WILLIS

Name of Person Signing

Azure Willis
Signature

12/15/04

Date

Total number of pages including cover sheet, attachments, and document: 20

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

12/20/2004 BTGN11 00000055 2274008

01 FD:8521 40.00 DF
02 FD:8522 125.00 DF

TRADEMARK
REEL: 003095 FRAME: 0297

Schedule A
to
TRADEMARK SECURITY AGREEMENT

	Trademark Reg./Ser. No.	Mark	Jurisdiction	Goods	Status
1	13797	AIR SENTRY (and Design ¹)	Georgia	Propane buffers and floor strippers (U.S. Class 52)	Registration Expired ²
2	12828	EAGLE FLOOR CARE, INC (and Design)	Georgia	Detergents and Soaps (U.S. Class 21)	Not Renewed ³
3	12827	EAGLE FLOOR CARE, INC (and Design)	Georgia	Propane Buffers, Floor Strippers and Liquid Spreaders (U.S. Class 4)	Not Renewed ⁴
4	12737	EAGLE FLOOR CARE, INC (and Design)	Georgia	Propane floor equipment (U.S. Class 21)	Renewed ⁵
5	2274008	EAGLE (and Design)	U.S.	Power operated Burnishes and floor strippers (Int'l Class 7)	Registered ⁶
6	1807245	EAGLE (Stylized)	U.S.	Electric carpet cleaning machines	Cancelled ⁷

¹ Design is similar to Stylized

² Cannot be revived; Eagle Acquisition Corp is title holder of record; chain of title is incomplete.

³ Cannot be revived; Eagle Acquisition Corp is title holder of record; chain of title is incomplete.

⁴ Cannot be revived; Eagle Acquisition Corp is title holder of record; chain of title is incomplete.

⁵ Renewed by Eagle Floor Care, Inc. although Eagle Acquisition Corp is title holder of record; chain of title is incomplete.

⁶ Eagle Solutions LLC appears to be the title holder of record as a result of an assignment from Castex Inc., except that Castex subsequently assigned the rights to Tennant Company and this needs to be remedied (with the help of Castex Inc. filing papers with the USPTO that the subsequent assignment was made in error); corrective assignment is needed.

⁷ Cannot be revived; Eagle Solutions LLC is title holder of record.

Schedule B - 1

074658.01195/6371174v5

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of December 9, 2004 between EAGLE SOLUTIONS ACQUISITION CORP., a Delaware corporation ("Eagle"), and PNC BANK, NATIONAL ASSOCIATION, a New York corporation with an address at 70 East 55th Street, 14th Floor, New York, New York 10022 ("PNC").

RECITALS

WHEREAS, Eagle and PNC have entered into a Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as amended, amended and restated, modified, supplemented or restated from time to time, the "Credit Agreement") providing for the extension of credit by PNC to Eagle; and

WHEREAS, PNC has required, as a condition precedent to the extension of credit under the Credit Agreement, that Eagle grant to PNC, security interests in and to the Trademarks, Trademark Licenses, and other Trademark Collateral, as such terms are hereinafter defined.

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

1. **Defined Terms.**

Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning ascribed to such term in the Credit Agreement.

The words "hereof", "herein", and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural and vice versa, unless otherwise specified.

2. **Incorporation of Recitals.** The recitals above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Security Interest in Trademarks and Trademark Licenses, etc.** Subject to Section 4.1(b) of the Credit Agreement, to secure the complete and timely payment and performance when due of all of the Obligations, Eagle hereby grants to PNC a continuing security interest in and to and Lien on all of Eagle's now owned or existing and hereafter acquired or arising property, and interests in property, described below, and all proceeds thereof (collectively "Trademark Collateral"): trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and

payments now and hereafter due and/or payable under and 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, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Eagle's business symbolized by the foregoing and connected therewith, and (v) all of Eagle's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, trade names, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 3, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and rights under or interest in any trademark license agreements or service mark license agreements with any other party to the extent such agreements are assignable under applicable law, whether Eagle is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all assets now or hereafter owned by Eagle and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

4. Restrictions on Future Agreements. Except where Eagle is acting in the normal course of its business, Eagle will not, without PNC's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement. Eagle further agrees that it will not take any action, and will not permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would have a materially adverse impact the validity or enforcement of the lien and security interest granted to PNC under this Agreement, PNC's rights hereunder or the rights associated with the Trademarks, Trademark Licenses, or other Trademark Collateral of Eagle.

5. Representations and Warranties; Certain Covenants. Eagle represents and warrants that, on the date hereof, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service marks and service mark applications now owned or held by Eagle, (b) the Trademark Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Eagle is the licensee or licensor, (c) to the best of Eagle's knowledge, Eagle has not received any notice that a third party is infringing any of the Trademarks of Eagle, (d) Eagle is the sole and exclusive owner of the Trademarks that are "renewed" or "registered" and Trademark Licenses set forth on Schedule A and Schedule B, and there are no liens or security interests in or to such Trademarks in favor of or by any person or entity other than PNC, to secure the Obligations, except that Eagle's rights in the Trademarks and Trademark Licenses are subject to Permitted Encumbrances, (e) to the best of Eagle's knowledge, each of Eagle's Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, and each of such Trademarks that are "renewed" or "registered" is valid and enforceable, (f) Eagle has rights in and good and defensible title to the existing Trademarks that are "renewed" or "registered" set forth opposite its name on Schedule A or Schedule B, (g) for any Trademark Collateral for which Eagle is either licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, to the best of Eagle's knowledge: (i) each such license or licensing agreement is in full force and effect; (ii)

Eagle is not in material default of any of its obligations thereunder; (iii) there exists no event, condition or occurrence which, with the giving of notice or lapse of time, or both, would constitute a breach or default by Eagle thereunder; (iv) no party to any such agreement has given Eagle notice of its intention to cancel, terminate or fail to renew any such agreement; and (v) other than the parties to such agreements, and except for any Trademark Licenses which, by their terms are non-exclusive, no other person or entity has any rights in or to any of such Trademark Collateral, (h) to Eagle's knowledge, the past, present and contemplated future use of the Trademarks by Eagle has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other person or entity, (i) the exercise by PNC of any of its rights and remedies hereunder will not contravene law or any contractual restriction binding on or otherwise affecting Eagle or any of its properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its properties, (j) with respect to the Trademarks on Schedule A that are "renewed" or "registered", no authorization or approval or other action by, and no notice to or filing with, any governmental authority or any other person or entity, is required for (i) the grant by Eagle, or the perfection, of the security interest purported to be created hereunder by Eagle in such Trademarks or (ii) the exercise by PNC of any of its rights and remedies hereunder, except for the recording of the Assignment for Security (Trademarks), substantially in the form of Exhibit A hereto in the United States Patent and Trademark Office and the filing of appropriate UCC-1 financing statements in the appropriate jurisdiction, (k) this Agreement creates valid security interests in favor of PNC in the Trademarks on Schedule A that are "renewed" or "registered", as security for the Obligations, and (l) the recording of the Assignment for Security (Trademarks), with respect to the Trademarks on Schedule A that are "renewed" or "registered", executed pursuant hereto in the United States Patent and Trademark Office and, with respect to Trademarks hereafter existing and not covered by an Assignment for Security (Trademarks), the recording in the United States Patent and Trademark Office of appropriate instruments of assignment and the filing of appropriate UCC-1 financing statements in the appropriate jurisdiction, result in the perfection of such security interests, and such security interests are, or in the case of Trademark Collateral in which Eagle obtains rights after the date hereof, will be, perfected security interests subject only to Permitted Encumbrances. If Eagle shall as of the date hereof or hereafter until termination of the Credit Agreement (i) obtain rights to any new Trademarks, (ii) become entitled to the benefit of any Trademark Licenses, whether as licensee or licensor, or (iii) enter into any new Trademark License, the provisions of paragraph 3 above shall automatically apply thereto. Eagle shall give to PNC written notice of each event described in clause (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof. Eagle hereby authorizes PNC to modify this Agreement unilaterally in a manner limited to (i) amending Schedule A to include any future Trademarks and by amending Schedule B to include any future Trademark Licenses which are Trademarks or Trademark Licenses under paragraph 3 above or under this paragraph and (ii) by executing and delivering appropriate instruments of assignment for recordation of such future Trademarks in the United States Patent and Trademark Office.

6. Royalties. Eagle hereby agrees that PNC's rights to use the Trademarks and Trademark Licenses as authorized hereunder in connection with PNC's exercise of its rights and remedies under paragraph 14 or under the Credit Agreement shall be coextensive with Eagle's rights thereunder and with respect thereto and PNC shall have no liability to Eagle for royalties or other related charges on account of any such use.

7. Further Assignments and Security Interests. Eagle agrees except as expressly permitted by the Credit Agreement, not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Trademark Licenses.

8. Nature and Continuation of PNC's Security Interest; Termination of PNC's Security Interest. This Agreement shall create a continuing security interest in the Trademarks, Trademark Licenses and other Trademark Collateral and shall terminate only when the Obligations have been paid in full and the Credit Agreement has been terminated in accordance with its terms. After the termination of such security interest, PNC shall execute and deliver to Eagle, at Eagle's expense, and at Eagle's request, all termination statements and other instruments as may be necessary or proper to terminate PNC's security interest in the Trademarks, Trademark Licenses, and other Trademark Collateral, subject to any disposition thereof which may have been made by PNC in accordance with applicable law and the terms of this Agreement and the Credit Agreement.

9. Duties of Eagle. Eagle shall have the duty to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks of Eagle pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make applications for new material trademarks or service marks used by Eagle in the normal course of its business as of the date hereof or hereafter until termination of the Credit Agreement, but only to the extent that Eagle determines that such actions under subparagraphs (a) and (b) is in the best interests of its business; provided, however, that Eagle shall provide PNC with prompt written notice of any such determination. Eagle further agrees (x) not to abandon any Trademark or Trademark License, and (y) to use its reasonable efforts to maintain in full force and effect the Trademarks and Trademark Licenses that are or shall be necessary or economically desirable in the operation of Eagle's business, unless Eagle determines that abandoning a Trademark or Trademark Licenses or failure to maintain a Trademark or Trademark Licenses under subparagraphs (x) and (y) are in the best interests of its business; provided, however, that Eagle shall provide PNC with ten (10) days prior written notice of the voluntary lapse or termination, or within ten (10) _____ of knowledge of any involuntary lapse or termination, of any Trademark or Trademark License. Any expenses incurred in connection with the foregoing in this paragraph 9 shall be borne by Eagle. PNC shall not have any duty with respect to the Trademarks and Trademark Licenses. Without limiting the generality of the foregoing, PNC shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Trademark Licenses against any other parties, but PNC may do so at its option from and after the occurrence (and during the continuance) of an Event of Default, and all reasonable and, in the commercially reasonable business judgment of PNC, necessary, expenses incurred in connection therewith shall be for the sole account of Eagle and shall be added to the Obligations secured hereby.

10. PNC's Right to Sue. From and after the occurrence and during the continuation of an Event of Default, PNC shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Trademark Licenses and, if PNC shall commence any such suit, Eagle shall, at the request of PNC, do any and all lawful acts and execute any and all proper documents required in aid of such enforcement and requested by PNC. Eagle shall, upon demand, promptly reimburse PNC for all reasonable and, in the commercially reasonable business judgment of PNC, necessary, costs and expenses incurred by it in the exercise of its

rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys for PNC). In the event PNC shall commence any such enforcement action, PNC shall provide Eagle with ten (10) days prior written notice thereof, and shall provide Eagle with an opportunity to participate in any such action, at Eagle's expense.

11. Waivers. PNC's failure, at any time or times hereafter, to require strict performance by Eagle of any provisions of this Agreement shall not waive, affect or diminish any right of PNC thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Eagle and PNC have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Eagle contained in this Agreement shall be deemed to have been suspended or waived by PNC unless such suspension or waiver is in writing signed by an officer of PNC and directed to Eagle specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and 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.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies. (1) Eagle hereby irrevocably designates, constitutes and appoints PNC (and all persons designated by PNC in its sole and absolute discretion) as Eagle's true and lawful attorney-in-fact, and to the extent permitted by applicable law authorizes PNC and any of PNC's designees, in Eagle's or PNC's name, to take any action and execute any instrument which PNC may deem necessary or advisable to accomplish the purposes of this Agreement, if Eagle fails to take such action or execute such instrument within a reasonable time after PNC's written request therefor, from and after the occurrence and during the continuation of an Event of Default and the giving by PNC of notice to Eagle (in accordance with the terms and conditions of the Credit Agreement) of PNC's intention to enforce its rights and claims against Eagle, including, without limitation, to the extent permitted by applicable law, authorization to (i) endorse Eagle's name on all applications, documents, papers and instruments necessary or, in the commercially reasonable business judgment of PNC, desirable, for PNC in the use of the Trademarks, the Trademark Licenses or the other Trademark Collateral, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Trademark Licenses or the other Trademark Collateral to anyone in a commercially reasonable manner and on commercially reasonable terms as permitted by law or the terms of the license in question, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone in a commercially reasonable manner and on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks, the Trademark Licenses or the other Trademark

Collateral as PNC, in its commercially reasonable business judgment, deems necessary. Eagle hereby ratifies all that such attorneys-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 all of the Obligations shall have been paid in full and the Credit Agreement shall have been terminated. Eagle acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of PNC under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

PNC 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. Upon the occurrence and during the continuation of an Event of Default and the election by PNC to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks, Trademark Licenses, or the other Trademark Collateral, Eagle agrees to assign, convey and otherwise transfer title in and to the Trademarks, the Trademark Licenses and the other Trademark Collateral to PNC or any transferee of PNC and to execute and deliver to PNC or any such transferee all such agreements, documents and instruments as may be necessary, in the exercise of PNC's commercially reasonable judgment, to effect such assignment, conveyance and transfer to the extent permitted under applicable law. All of PNC's rights and remedies with respect to the Trademarks, the Trademark Licenses, and the other Trademark Collateral whether established hereby, by the Credit Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. It is hereby expressly agreed that upon the occurrence and during the continuation of an Event of Default, PNC may exercise any of the rights and remedies provided in this Agreement and any other of the other Loan Documents, in accordance with the terms hereof and thereof and to the extent permitted by applicable law.

15. Successors and Assigns. This Agreement shall be binding upon Eagle and its successors and assigns, and shall inure to the benefit of PNC and its successors and assigns. Eagle's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Eagle; provided, however, that Eagle shall not voluntarily assign or transfer its rights or obligations hereunder without PNC's prior written consent.

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

17. Notices. All notices or other communications hereunder shall be in writing and given in the manner and delivered in accordance with Section 14.6 of the Credit Agreement.

18. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Recordation of Assignment for Security (Trademarks). Simultaneously with the execution and delivery of this Agreement, Eagle will execute and deliver to PNC an Assignment for Security (Trademarks) in the form attached hereto as Exhibit A for recordation in the United States Patent and Trademark Office.

21. Submission to Jurisdiction: Waivers. (a) Eagle and PNC hereby irrevocably and unconditionally submit, for themselves and their property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and Eagle and PNC hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Eagle and PNC agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that PNC may otherwise have to bring any action or proceeding relating to this Agreement against Eagle or its properties in the courts of any jurisdiction.

(b) Eagle and PNC hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (a) of this Section. Eagle and PNC hereby irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

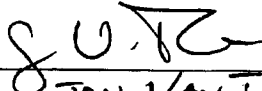
22. **WAIVER OF JURY TRIAL. EACH OF PNC AND EAGLE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT. EAGLE AND PNC HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENT TO SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. IN NO EVENT WILL PNC BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.**

23. Conflicts with Credit Agreement. In the event that any of the terms, covenants and provisions of this Agreement shall conflict with any analogous terms, covenants and provisions of the Credit Agreement, the terms, covenants and provisions of the Credit Agreement shall govern; provided, however, that provisions that impose additional obligations (as opposed to inconsistent obligations) shall not be deemed to be conflicting and Eagle shall be obligated to comply with both documents to the extent able to do so.

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IN WITNESS WHEREOF, Eagle has duly executed this Trademark Security Agreement as of the day and year first above written.

EAGLE SOLUTIONS ACQUISITION CORP.

By: 
Name: Jon Van Tuin
Title: Secretary

By its acceptance hereof as of the day and year first above written, PNC agrees to be bound by the provisions hereof.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: George W. Brown
Title: Vice President

Signature Page to Trademark Security Agreement

**Schedule B
to
Trademark Security Agreement**

[Trademark Licenses]

None

EXHIBIT A

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, EAGLE SOLUTIONS ACQUISITION CORP. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of _____, 2004 (the "Security Agreement") in favor of PNC BANK, NATIONAL ASSOCIATION ("the Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

EAGLE SOLUTIONS ACQUISITION CORP.

By: _____
Name:
Title:

Signature Page to Assignment (Trademarks)

Exhibit A - S-1

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TRADEMARK
REEL: 003095 FRAME: 0308

SCHEDULE A TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Schedule A - 1

074658.01195/6371174v5