

01-21-2005

**RECORDATION
TRADEMARK**



102922692

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
A.S.K. Plastics, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Pennsylvania
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Execution Date(s) November 19, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: First Business Capital Corp.

Internal

Address: _____

Street Address: 401 Charmany Drive

City: Madison

State: WI

Country: USA Zip: 53719

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Wisconsin
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
N/A

B. Trademark Registration No.(s)
2254113

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AQUAMAX

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

Name: Jerard J. Jensen

Internal Address: _____
Whyte Hirschboeck Dudek S.C.

Street Address: One East Main Street
Suite 300

City: Madison

State: WI Zip: 53703-3300

Phone Number: (608) 255-4440

Fax Number: (608) 258-7138

Email Address: jjensen@whdlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jerard J. Jensen

Signature

January 14, 2005
Date

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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**GENERAL INTANGIBLES
MORTGAGE AND
SECURITY AGREEMENT**

This General Intangibles Mortgage and Security Agreement is entered into as of the 19th day of November, 2004 by and between A.S.K. PLASTICS, INC., a Pennsylvania corporation, having its principal place of business at 9750 Ashton Road, Philadelphia, Pennsylvania 19114 (hereinafter referred to as "Mortgagor"), and FIRST BUSINESS CAPITAL CORP., having its principal office at 401 Charmany Drive, Madison, Wisconsin 53719 (hereinafter referred to as "Mortgagee").

WHEREAS, pursuant to a Loan and Security Agreement dated November 19, 2004 and related documentation (hereinafter collectively referred to as the "Agreement"), Mortgagee has made loans to Mortgagor affording it financial accommodations in the aggregate principal amount of \$2,500,000.00; and

WHEREAS, it is a condition of the Agreement that, in order to further secure the obligations under the Agreement, Mortgagor grant to Mortgagee a lien, security interest and mortgage in all of its now existing and hereafter created or acquired patents, trademarks, trade names, service marks, copyrights, the entire goodwill of the business of Mortgagor connected with and symbolized by such trademarks, service marks, trade names and copyrights and all of the other general intangibles of Mortgagor;

NOW, THEREFORE, in order to further secure all present and future obligations (including, without limitation, the Obligations as defined in the Agreement) of Mortgagor to Mortgagee, including all interest due thereunder, and the payment and performance of all obligations of Mortgagor described herein and in the Agreement (hereinafter collectively referred to as "Obligations"), and for other good and valuable consideration, the receipt of which by Mortgagor is hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Mortgagor hereby mortgages and pledges unto and creates a security interest in for the benefit of Mortgagee, with full power of sale upon the occurrence of a default under the Agreement ("Event of Default"), all of the Mortgagor's right, title and interest throughout the world in and to:

(a) The United States patents and applications for patent of Mortgagor described in Exhibit A hereto, and the patents and applications for patent of Mortgagor in other countries described in Exhibit B hereto, and all other United States and foreign patents and applications for patent of Mortgagor now existing or hereafter filed or acquired;

(b) The inventions disclosed and/or claimed in all of the said United States and foreign patents and applications for patent, and all other proprietary

inventions now owned by Mortgagor or hereafter made, created or acquired by or for Mortgagor whether or not any of said inventions are patentable;

(c) All other applications for patent or like protection on any of said inventions that have now or may in the future be filed by Mortgagor, or by the assignors of the rights to said inventions to Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(d) All other patents or like protection that have been or may in the future be granted on any of the aforesaid inventions and/or applications to Mortgagor, or to any assignor of the rights to any such invention to Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(e) The United States copyright registrations and applications for copyright registrations of Mortgagor described in Exhibit C hereto, and the copyright registrations and applications for copyright registration of Mortgagor in other countries described in Exhibit D hereto and all other copyrights, copyright registrations and copyright applications of Mortgagor, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all works of authorship and other intellectual property rights now owned or hereafter created by or for, or acquired by Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(f) The United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of Mortgagor described in Exhibit E hereto, and the trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of Mortgagor in other countries described in Exhibit F hereto, and all other trademarks, service marks and trade names and applications to register the same of Mortgagor, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(g) All renewals, reissues, continuations, extensions or the like of any patents, trademarks, service marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States, any State or any other country or place anywhere in the world.

(h) All rights of action on account of past, present, and future unauthorized use of any of said inventions, trademarks, service marks, or trade names and for infringement of said patents, trademarks, service marks or trade names and like protection.

(i) The right to file and prosecute applications for patents, and for registration of trademarks, service marks, and trade names on any of said inventions, trademarks, service marks, trade names, or for similar intellectual property in the United States or any other country or place anywhere in the world;

(j) The entire goodwill of the business of Mortgagor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of Mortgagor;

(k) All of Mortgagor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogs, supplier contracts, confidential information, consulting agreements, engineering contracts, rights to use product names or labels, formulas and all other assets which uniquely reflect the goodwill of the business of Assignor to which said general intangibles relate; and

(l) All of the proceeds of any of the foregoing (the intangible assets enumerated in subparagraphs (a) through (k) being hereinafter collectively referred to as the "General Intangibles").

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever in accordance with the terms and conditions set forth herein and in the Agreement; provided, however, that the mortgage, lien and security interest in the General Intangibles granted Mortgagee hereunder are upon the express condition that if Mortgagor shall pay and discharge all of its Obligations (including without limitation the indebtedness evidenced by the Agreement) in accordance with the terms thereof, and all other sums that may be secured thereby and all other sums owed by Mortgagor to Mortgagee, and Mortgagee shall have no further obligation to lend money to Mortgagor under the Agreement or any other document, then this General Intangibles Mortgage and Security Agreement and the mortgage, lien, and security interest hereby granted and made shall cease, terminate and be void, and the entire right and interest in said General Intangibles created by this General Intangibles Mortgage and Security Agreement shall be released (at Mortgagor's expense), otherwise this General Intangibles Mortgage and Security Agreement is to remain in full force and effect.

2. Mortgagor agrees in addition to the rights and remedies given to Mortgagee under the Agreement, upon the occurrence of any Event of Default, Mortgagee shall have the rights and remedies of a secured party under the Uniform Commercial Code, including the power to sell, assign and convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way the Mortgagee shall, in its reasonable discretion, deem appropriate. For such purposes and in the event of Mortgagor's default hereunder or the occurrence of any Event of Default, Mortgagor hereby authorizes and empowers Mortgagee to make,

constitute and appoint any officer or agent of Mortgagee as Mortgagor may select, in its exclusive discretion, as Mortgagor's true and lawful attorney-in-fact, with the power to endorse the Mortgagor's name on all applications, documents, papers and instruments as may be necessary for Mortgagee to have the full benefit of this General Intangibles Mortgage and Security Agreement, including, but not limited to, the full right to the use of the General Intangibles described herein or to grant or issue any exclusive or non-exclusive license under such General Intangibles to anyone else, or as may be necessary for Mortgagee to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. Except for acts of gross negligence, Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the latest to occur of the following: (a) the expiration of this General Intangibles Mortgage and Security Agreement, (b) the expiration of the Agreement, and (c) the satisfaction in full of all Mortgagor's liabilities to Mortgagee including without limitation all of the Obligations.

3. Mortgagee shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and Mortgagor shall, at its own expense, take such actions as may be necessary to protect, defend and maintain the same to the extent advisable for its business. Mortgagor shall forthwith advise Mortgagee in writing of material infringements detected by the Mortgagor in the ordinary course of its business. Upon the occurrence and continuation of an Event of Default, or if Mortgagor fails to comply with the foregoing, Mortgagee may but shall not be required to do so in the Mortgagor's name to the extent permitted by law, and Mortgagor hereby agrees to reimburse Mortgagee in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Mortgagee in protecting, defending and maintaining the General Intangibles.

4. If, before the Obligations are satisfied in full, Mortgagor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent or any improvement on any patent, the provisions of this General Intangibles Mortgage and Security Agreement shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt notice thereof in writing. Mortgagor authorizes Mortgagee to modify this General Intangibles Mortgage and Security Agreement by amending Exhibits A and B to include any future patents and patent applications.

5. Mortgagor further agrees and covenants that it, its successors and assigns, will, at its own expense, execute all papers and perform such other acts as may be reasonably necessary to give Mortgagee, its successors and assigns, the full benefit of this General Intangibles Mortgage and Security Agreement.

6. Mortgagor hereby represents, warrants, covenants and agrees that:

(a) The patents, trademarks, copyrights and applications for patents, trademarks or copyrights set forth in the Exhibits hereto constitute all of the

patents, trademarks, copyrights and applications for patents, trademarks or copyrights owned by Mortgagor.

(b) Except for the security interest granted Mortgagee hereby and such security interests specifically permitted under the Agreement, it is and will continue to be the owner of all of its General Intangibles free from any adverse claim, security interest or encumbrance of any person other than Mortgagee.

(c) It has the full right and power to grant the security interests in its General Intangibles made hereby.

(d) Except for prior assignments to Mortgagee and/or as set forth on the attached Exhibits, it has made no currently effective assignment, transfer or agreement in conflict herewith or constituting a present or future assignment or transfer of or encumbrance on any of its General Intangibles.

(e) Except financing statements filed or to be filed in respect to the security interest under this General Intangibles Mortgage and Security Agreement, other financing statements in favor of Mortgagee and such other financing statements and/or liens specifically permitted by the Agreement, there is no financing statement or other document or instrument now signed or on file in any public office covering any part of the General Intangibles, and so long as any of the Obligations remain outstanding, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments.

(f) Subject to any limitation stated therein or in connection therewith, all information furnished to Mortgagee concerning the General Intangibles and proceeds thereof, or otherwise for the purpose of obtaining credit or an extension of credit, is or will be at the time the same is furnished, accurate and correct in all material respects.

(g) To Mortgagor's knowledge and belief, no material infringement or unauthorized use presently is being made of any General Intangible.

7. Throughout the term of this General Intangibles Mortgage and Security Agreement, Mortgagor shall diligently prosecute all applications for patent, trademark registration, service mark registration, trade names, and copyright as are in Mortgagor's best interest and shall file and prosecute any continuations, continuations-in-part, applications for reissue, applications for certificate of correction, affidavits of use, proofs of use, renewals and like matters, as are in Mortgagor's best interest, and Mortgagor shall bear the entire cost of all such filings and proceedings. Mortgagor agrees to retain a licensed patent attorney or an experienced copyright and trademark attorney, as appropriate, for the filing and prosecution of all such applications and other proceedings.

8. Mortgagor agrees to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications, trademark registrations, or trademark applications, service mark registrations and service mark applications, trade names, copyright registrations, copyright applications and know-how within the General Intangibles.

9. Mortgagor shall not allow any patent, trademark, trade name, service mark, copyright or any application for patent, trademark, service mark, trade name, copyright or like protection included within the General Intangibles to become abandoned, nor any patent, copyright, trademark, service mark, trade name or like protection to be forfeited or dedicated to the public without the express written approval of the Mortgagee which approval shall not be unreasonably withheld. If any pending or hereafter filed patent, trademark, service mark or copyright, including renewal applications, has been finally rejected by the United States Patent and Trademark Office or any foreign patent or trademark office, Mortgagor may abandon the same after sixty (60) days prior written notice to Mortgagee, who may thereafter at its own expense pursue administrative or judicial appeals. Mortgagor shall cooperate in any such appeal.

10. Mortgagee may, at its option, after the occurrence of an Event of Default, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon the General Intangibles, or pay for maintenance or preservation of the General Intangibles, or pay any other fee, attorneys' fee or other expenses necessary to preserve and protect the rights conveyed, mortgaged and secured by the security interests hereby granted.

11. Mortgagor hereby grants to Mortgagee an irrevocable license, effective upon the occurrence of an Event of Default, to use or grant licenses relating to the General Intangibles, in Mortgagee's sole discretion, for any of the following purposes: operating Mortgagor's business, completing any work in progress of Mortgagor, using or processing any inventory of Mortgagor, repairing any goods manufactured by Mortgagor, selling or marketing any goods of Mortgagor or any goods manufactured from inventory or work in progress of Mortgagor, and any other purpose related to any real or personal property of Mortgagor. As used in this paragraph 11, the phrase "of Mortgagor" shall refer to all property or interests in property owned or previously owned by Mortgagor in which Mortgagee has or has had any lien, security interest, mortgage or other interest. The irrevocable license granted by this paragraph shall be effective from the date hereof until all of the Obligations have been paid in full, provided that Mortgagee shall exercise rights under the irrevocable license only during such time or times that Mortgagor is in default under the Agreement.

12. Mortgagee shall permit Mortgagor to control and manage the General Intangibles in the operation of its business including rights of manufacture, use and sale granted by said General Intangibles, to enforce rights under the General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and the proceeds thereof in the same manner and with the same effect as if this General Intangibles Mortgage and Security Agreement had not been made so long as Mortgagor

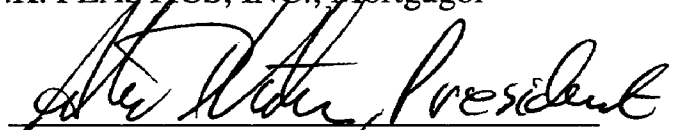
shall pay when due the Obligations secured by this General Intangibles Mortgage and Security Agreement and shall not otherwise be in default under the Agreement, this General Intangibles Mortgage and Security Agreement, or any other agreement between Mortgagee and Mortgagor. The present grant to Mortgagee of a lien, security interest and mortgage notwithstanding, the parties acknowledge that Mortgagor is and shall remain the owner of the General Intangibles with full power to grant licenses, subject to the terms and conditions hereof.

13. Any provisions hereof found to be invalid under the laws of the United States of America, the State of Wisconsin, or any other applicable law, shall be invalid only with respect to the offending provision and only with respect to the application of such law, and this General Intangibles Mortgage and Security Agreement shall otherwise remain in full force and effect. All words used herein shall be construed to be of such gender or number as the circumstances require. This General Intangibles Mortgage and Security Agreement shall be binding upon the successors and assigns of the parties hereto, but shall inure to the benefit of the successors or assigns of the Mortgagee only. All of Mortgagor's rights and remedies with respect to the General Intangibles, whether established hereby or by the Agreement, or by any other agreements between Mortgagor and Mortgagee, or by law shall be cumulative and may be exercised singularly or concurrently. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof. This General Intangibles Mortgage and Security Agreement may be amended only by a writing signed by the parties. The law of the State of Wisconsin shall apply to this General Intangibles Mortgage and Security Agreement and its construction and interpretation.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this General Intangibles Mortgage and Security Agreement to be duly executed as of the day and year first above written.

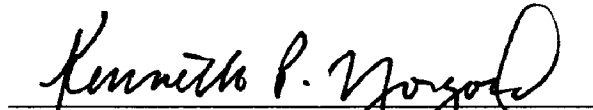
A.S.K. PLASTICS, INC., Mortgagor

By:


Andrew D. Vartanian, President

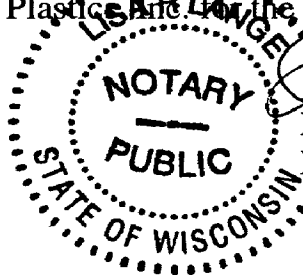
FIRST BUSINESS CAPITAL CORP.,
Mortgagee

By:


Kenneth P. Norgord, Vice President

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

This 19th day of November, 2004, before me personally came the above-named Andrew D. Vartanian, to me personally known as the President of A.S.K. Plastics, Inc. and the individual who executed the foregoing General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of A.S.K. Plastics, Inc. for the purposes therein set forth.

 Lisa R. Lange
Notary Public, State of Wisconsin
My commission: is permanent

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

This 19th day of November, 2004, before me personally came the above-named Kenneth P. Norgord, to me personally known as the Vice President of First Business Capital Corp. and the individual who executed the foregoing General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of First Business Capital Corp. for the purposes therein set forth.

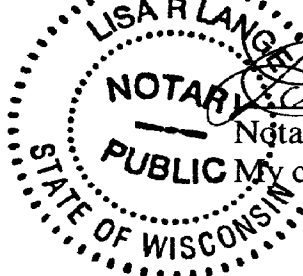
 Lisa R. Lange
Notary Public, State of Wisconsin
My commission: is permanent

EXHIBIT A

**United States Patents And Applications
For Patent Of Mortgagor**

EXHIBIT B

**Patents And Applications
For Patent Of Mortgagor In Other Countries**

MAD/101863.1

**TRADEMARK
REEL: 003104 FRAME: 0601**

EXHIBIT C

**United States Copyright Registrations And Applications
For Copyright Registrations Of Mortgagor**

EXHIBIT D

**Copyright Registrations And Applications
For Copyright Registration Of Mortgagor
In Other Countries**

MAD/101863.1

**TRADEMARK
REEL: 003104 FRAME: 0603**

EXHIBIT E

**United States And State Registered Trademarks,
Trade Names And Service Marks And Applications
For Registrations Of Trademarks,
Trade Names And Service Marks Of Mortgagor**

Trademarks

**AquaMax
No. 2,254,113**

EXHIBIT F

**Trademarks, Service Marks And Trade Names
And Applications For Registrations Of
Trademarks, Service Marks And Trade Names
Of Mortgagor In Other Countries**

MAD/101863.1

RECORDED: 01/19/2005

**TRADEMARK
REEL: 003104 FRAME: 0605**