2/11/05

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RE

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼

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

2-11-05

1. Name of conveying party(ies):
AIR GUARD CONTROL CORPORATION

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State DE
- [ ] Other

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

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
- [x] Corporation-State Delaware
- [ ] 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

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 02/04/2005

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) n.a.
B. Trademark Registration No.(s) 1356057; 1416307; 1781053; 1374525

Additional number(s) attached [ ] Yes [x] 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: 4

7. Total fee (37 CFR 3.41).....$ 115

- [x] 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
02/08/2005 — Date

Total number of pages including cover sheet, attachments, and document: 10

02/15/2005 GTON11 00000014 1356057
01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2005, is between **AIR GUARD CONTROL CORPORATION**, a Delaware 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, Grantor, Waterbury Companies, Inc., a Delaware corporation ("Waterbury") and P + L Systems Corporation, a Delaware corporation ("P&L Corp."; Grantor, Waterbury and P&L Corp. are referred to herein each individually as a "Borrower" and collectively as the "Borrowers"), have entered into that certain Credit Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Waterbury, as Funds Administrator, the Agent and the Lenders, providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower Security Agreement dated of even date herewith among Grantor, each other Borrower and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement" capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including, without limitation, 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 (other than Trademark applications based on an "Intent-to-Use" the marks) 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 (other than Trademark applications based on an "Intent-to-Use" the marks), 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 (but

excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark);

(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.

Notwithstanding anything to the contrary contained herein or in the Security Agreement, to the extent unnecessary or otherwise undesirably in the ordinary course of Grantor's business, in the reasonable business judgment of Grantor, Grantor shall not have any duty to (i) prosecute any Trademark or servicemark applications pending as of the date hereof or after; (ii) preserve or maintain any Trademarks; or (iii) ensure that the Trademarks are and remain enforceable.

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.

AIR GUARD CONTROL CORPORATION, a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

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.

AIR GUARD CONTROL CORPORATION, a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: David Mahon
Title: Director

SCHEDULE A

US TRADEMARK REGISTRATIONS; FOREIGN TRADEMARK REGISTRATIONS; US TRADEMARK APPLICATIONS; FOREIGN TRADEMARK APPLICATIONS

The attached pages list the U.S. and foreign trademarks, service marks and trade names, and all registrations and applications for registration thereof, owned or held by Air Guard Control Corporation.

Trademark List

Owner:Air Guard Control Corporation

Client-Matter/Subcase Trademark Number/Date	Status Country Name	Application Class(es)	Registration Number/Date
ABS AIRSPRAY 459612	24044-T0300A/ Canada 21-Jun-1996	Registered	714968 16-Oct-1992
AG (design) 1356057	24044-T0301A/ United States of America 27-Aug-1985	Registered	73441884 31-Aug-1983
AIR GUARD 362877	24044-T0302A/ Australia 15-Jul-1981	Registered 21	
AIR GUARD 310038	24044-T0302B/ Canada 03-Jan-1986	Registered	499695 01-Mar-1983
AIR GUARD 198452	24044-T0302A/ Canada 29-Mar-1974	Registered	353648 24-May-1972
AIR GUARD 670802	24044-T0302A/ Chile 19-Apr-1993	Registered 9	600520
AIR GUARD 137532	24044-T0302A/ New Zealand 04-Jul-1985	Registered	137532 16-Jun-1981
AIR GUARD 1416307	24044-T0302A/ United States of America 11-Nov-1986	Registered	73441864 31-Aug-1983
AIR GUARD CONTROL 198453	24044-T0303A/ Canada 29-Mar-1974	Registered	353649 24-May-1972
Insect Design 375583	24044-T0309A/ Canada 16-Nov-1990	Registered	442451 23-Jul-1979

Trademark List

Owner:Air Guard Control Corporation

Client-Matter/Subcase Trademark Number/Date	Status Country Name	Application Class(es)	Registration Number/Date
KONK 361557	24044-T0306A/ Australia 16-Jun-1981	Registered 5	
KONK 135922	24044-T0306A/ Canada 22-May-1964	Registered	279022 21-Nov-1963
KONK 670796	24044-T0306A/ Chile 19-Apr-1993	Registered 5	600370
KONK 529851	24044-T0306A/ Mexico 29-Aug-1996	Registered 5	267345 04-Jul-1996
KONK 137554	24044-T0306A/ New Zealand 18-Jun-1985	Registered	137554 17-Jun-1981
KONK 1781053	24044-T0306A/ United States of America 13-Jul-1993	Registered 5	74325208 26-Oct-1992
KONK TOO 293683	24044-T0307A/ Canada 03-Aug-1984	Registered	512909 25-Nov-1983
KONK TOO 1374525	24044-T0307A/ United States of America 10-Dec-1985	Registered 5	73481673 23-May-1984

"Intent-To-Use" Trademark Applications

The trademark application for the "D-FOAM" mark (Application No. 76/492468) is an "intent-to-use" application.

SCHEDULE B

LICENSE AGREEMENTS

Waterbury Companies, Inc., Air Guard Control (Canada) Limited and Air Guard Control Corporation utilize a bundle of PRMS modules pursuant to a Software License Agreement between Waterbury Companies, Inc. and SSA Global Technologies, Inc. dated September 18, 2003, together with two supplements (addenda) to the agreement with SSA Global Technologies, Inc. This agreement superseded the License Agreement between Waterbury Companies, Inc. and Computer Associates International, Inc. dated September 18, 1998, with Addenda dated September 18, 1998 and September 25, 2003.

RECORDED: 02/11/2005

TRADEMARK
REEL: 003119 FRAME: 0226