

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
W. F. Young, Incorporated		09/01/2005	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Requa, Inc.		
Street Address:	540 Barnum Avenue		
City:	Bridgeport		
State/Country:	CONNECTICUT		
Postal Code:	06608		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1070847	REQUA	
Registration Number:	1638863	CHARCOCAPS	
Registration Number:	1267645	CHARCOAID	
Registration Number:	2390105	CHAR-D-TOX VET	
CORRESPONDENCE DATA			
Fax Number:	(888)325-9188		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4012766629		
Email:	trademark@edwardsangell.com		
Correspondent Name:	Efrosyni Iosiphidis		
Address Line 1:	PO Box 55874		
Address Line 4:	BOSTON, MASSACHUSETTS 02205		
NAME OF SUBMITTER:	John A. Flaherty		
Signature:	/John A. Flaherty/		

TRADEMARK

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Date:

09/01/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 1, 2005, by W. F. Young, Incorporated, a Massachusetts corporation with an address at 302 Benton Drive, East Longmeadow, Massachusetts 01028 (the "Debtor"), to and with Requa, Inc., a New York corporation, with an address at 540 Barnum Avenue, Bridgeport, Connecticut 06608 (the "Secured Party").

WHEREAS, Debtor has executed and delivered to the Secured Party a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between the Secured Party and the Debtor; and

WHEREAS, Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the General Security Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. Security Interest. The Debtor hereby grants to the Secured Party a continuing security interest in, and a collateral assignment and pledge of, all trademarks of the Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.
2. Representations and Warranties. The Debtor represents and warrants that:
 - 2.1. Debtor owns all United States trademark registrations set forth on Schedule A attached hereto.
 - 2.2. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances (other than the security interest granted hereby and in the General Security Agreement).
 - 2.3. The Debtor has the full power and authority to enter into this Agreement and perform its terms.
3. Covenants. The Debtor covenants and agrees as follows:
 - 3.1. The Debtor shall maintain all rights held by the Debtor relating to the Collateral.
 - 3.2. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in Section 7 of the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.
5. Attorney-in-Fact. The Debtor hereby appoints the Secured Party, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deem necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.
6. General.
 - 6.1. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the General Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.
 - 6.2. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Party.
 - 6.3. If any clause or provision of this Agreement 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.
 - 6.4. This Agreement is subject to modification only by a writing signed by the parties.
 - 6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
 - 6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

W.F. YOUNG, INCORPORATED, as Debtor

By: _____

Title: Adon D. Requisite
Executive Vice President

REQUA, INC., as Secured Party

By: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF)

On 1st day of September, 2005, before me appeared Adon D. Requisite, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of W.F. Young, Incorporated, a Massachusetts corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and said Adon D. Requisite acknowledged the instrument to be the free act and deed of the corporation.

Notary Public _____

Print Name: _____

My Commission expires: _____

W. Garth Jones
NOTARY PUBLIC
My Commission
Exp. Aug. 8, 2008

STATE OF CONNECTICUT
COUNTY OF _____

In _____ on this _____ day of September, 2005, before me personally appeared _____, the _____ of Requa Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said Requa Inc., as Secured Party.

Notary Public _____

Print Name: _____

My Commission expires: _____

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7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

W.F. YOUNG, INCORPORATED, as Debtor

By: _____
Title: _____

REQUA, INC., as Secured Party

By: *[Signature]*
Title: President

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF FAIRFIELD

) ss: *[Signature]*
)

On 1st day of September, 2005, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of W.F. Young, Incorporated, a Massachusetts corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and said _____ acknowledged the instrument to be the free act and deed of the corporation.

Notary Public *[Signature]*
Print Name:
My Commission expires:

DAVID J. MUDRY
NOTARY PUBLIC
My Commission Expires April 30, 2008

STATE OF CONNECTICUT
COUNTY OF

In _____ on this _____ day of September, 2005, before me personally appeared _____, the _____ of Requa Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said Requa Inc., as Secured Party.

Notary Public _____
Print Name:
My Commission expires:

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SCHEDULE A

TRADEMARKS

TRADEMARK	Registration No.	Registration Date
REQUA	1070847	August 9, 1977
<i>Charcocaps</i>	1638863	March 26, 1991
CHARCOAID	1267645	February 21, 1984
CHAR-D-TOX VET	2390105	September 26, 2000