

10-17-2005

To the Honorable Commissioner of Patents and Trademarks



original documents or copy thereof.
receiving party(ies):

1. Name of conveying party(ies):

Specialized Technology Resources, Inc. and
additional parties listed on Schedule I attached

103100653

Name: Webster Bank, National Association

Internal Address:

Street Address: City Place II
185 Asylum Street

City: Hartford State CT ZIP 06103

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporate-State (See Schedule I attached for States)
☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: September 29, 2005

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other National Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ yes ☐ no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? ☐ yes ☐ no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

10/14/2005 DBYRNE 00000257 2364500

01 FC:0521
02 FC:0522

40.00 DP
400.00 DP

Additional numbers attached? ☒ Yes ☐ No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 17

7. Total fee (37 CFR 3.41)..... \$440.00

☒ 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.

Judy Radoccia
Name of Person Signing

Signature

October 12, 2005
Date

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

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

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TRADEMARK
REEL: 003235 FRAME: 0367

SCHEDULE I TO TRADEMARK RECORDATION
FORM COVER SHEET

Conveying Parties/States of Organization:

Specialized Technology Resources, Inc. – Delaware corporation
 Cal Safety Compliance Corporation – California corporation
 Specialized Technology Resources (International), Inc. – Delaware corporation
 Shuster Laboratories, Inc. – Delaware corporation
 Supply Chain Consulting Services Corporation – Delaware corporation
 STR Capital Inc. – Delaware corporation
 Complex, Inc. – Florida corporation

Marks with United States Federal Registration
(including applications for registration)

Trademark	Trademark Application No.	Filing Date	Country	Registration No.	Date of Registration	Procedure Status	Expiration Date
Owned by Specialized Technology Resources, Inc.							
PHOTOCAP	75/787510		US	2,364,580	7/4/2000	REGISTERED	7/4/2006
STR & PYRAMID DESIGN	75/714890		US	2,355,123	6/6/2000	REGISTERED	6/6/2006
PYRAMID DESIGN	75/714898		US	2,385,233	9/12/2000	REGISTERED	9/12/2006
PYRAMID DESIGN	75/716074		US	2,387,462	9/19/2000	REGISTERED	9/19/2006
PYRAMID DESIGN	75/716079		US	2,368,340	7/18/2000	REGISTERED	7/18/2006
STR & PYRAMID DESIGN	75/714522		US	2,372,546	8/1/2000	REGISTERED	8/1/2006
STR & PYRAMID DESIGN	75/714583		US	2,403,629	11/14/2000	REGISTERED	11/14/2006
STR & PYRAMID DESIGN	75/863053		US	2,395,989	10/17/2000	REGISTERED	10/17/2006
PYRAMID DESIGN	75/862625		US	2,395,986	10/17/2000	REGISTERED	10/17/2006
ASK THE LAB	76/047872		US	2,518,747	12/11/2001	REGISTERED	12/11/2007
STR-R	76/209067		US	2,697,122	3/18/2003	REGISTERED	3/18/2013
Owned by Shuster Laboratories, Inc.							
QUALITY CERTIFIED SHUSTER LABS & DESIGN	76/120275		US	2529494	1/15/2002	REGISTERED	
TAQA	75/323352		US	2212495	12/22/1998	REGISTERED	
TECHNICALLY ADVANCED QUALITY ASSURANCE TAQA	75/323351		US	2214090	12/29/1998	REGISTERED	

SHUSTER	73/433724		US	1341396	6/11/1985	REGISTERED	
S SHUSTER (STYLIZED)	73/433680		US	1354603	8/13/1985	REGISTERED	
DIRECT LINK	73/433679		US	1360960	9/17/1985	REGISTERED	

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (this "Agreement") is made as of September 29, 2005, by and between **SPECIALIZED TECHNOLOGY RESOURCES, INC.**, a Delaware corporation (the "Borrower"); its subsidiaries, **CAL SAFETY COMPLIANCE CORPORATION**, a California corporation, **SPECIALIZED TECHNOLOGY RESOURCES (INTERNATIONAL), INC.**, a Delaware corporation, **SHUSTER LABORATORIES, INC.**, a Delaware corporation, **SUPPLY CHAIN CONSULTING SERVICES CORPORATION**, a Delaware corporation, **STR CAPITAL INC.**, a Delaware corporation, and **COMPLEX, INC.**, a Florida corporation (collectively the "Subsidiaries," and each individually a "Subsidiary"); and **WEBSTER BANK, NATIONAL ASSOCIATION**, as **Administrative Agent** (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") for the benefit of the financial institutions and other Persons which are now or hereafter become Lenders under, and as defined in, the Credit Agreement referred to below (collectively, the "Lenders").

RECITALS

1. The Lenders, the Administrative Agent and the Borrower are parties to that certain Credit Agreement of even date herewith (as in effect from time to time, the "Credit Agreement"), pursuant to which, subject to certain terms and conditions contained therein, the Lenders have agreed to make loans to the Borrower from time to time up to the limits set forth in the Credit Agreement (the "Loans"), such loans to be evidenced by one or more Revolving Credit Notes and Term Notes of the Borrower issued from time to time pursuant to the Credit Agreement (as such notes may be amended, renewed, restated, extended, supplemented, replaced or otherwise modified from time to time, collectively, the "Notes").

2. Each Subsidiary is a wholly-owned subsidiary of the Borrower and will benefit from the credit facilities extended and to be extended pursuant to the Credit Agreement.

3. In accordance with the requirements of the Credit Agreement, and in order to induce the Lenders to extend credit to the Borrower as described above, the Subsidiaries (a) have executed and delivered to the Administrative Agent for the benefit of the Lenders their joint and several Guaranty of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented, extended or otherwise modified from time to time, the "Guaranty") and (b) have entered into a Guarantor Security and Pledge Agreement with the Administrative Agent dated as of September 29, 2005 (as in effect from time to time, the "Guarantor Security Agreement").

4. In addition, as further inducement to the Lenders to extend such credit, the Borrower has entered into a Security and Pledge Agreement with the Administrative Agent dated as of September 29, 2005 (as in effect from time to time, the "Borrower Security Agreement").

5. The Borrower and the Subsidiaries (collectively, the "Debtors" and each individually, a "Debtor") are the owners and users of the United States trademarks and trademark

applications (the “Applications”) listed on Schedule A hereto and identified in the Borrower Security Agreement and the Guarantor Security Agreement (together, the “Security Agreements”) (the “Trademarks”).

6. Among the security interests granted by the Debtors to the Administrative Agent pursuant to the Security Agreements are security interests in the Trademarks and Applications listed on Schedule A hereto, and in any registered trademarks which may hereafter issue in respect of the Applications together with the goodwill of the businesses associated with and symbolized by such Trademarks.

7. The parties to the Security Agreements contemplate and intend that, if an Event of Default (as defined therein) shall occur and be continuing, the Administrative Agent shall have all rights of the applicable Debtor in and to the Trademarks and the goodwill of the business of such Debtor associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Administrative Agent, as foreclosing secured party on behalf of the Lenders, to continue such business of the Debtor or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Debtor;

8. The Debtors have agreed to enter into this Agreement in order to induce the Lenders and the Administrative Agent, inter alia, to enter into the Credit Agreement and to extend credit thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

Section 1. The parties reconfirm the terms of the Security Agreements, each as if set forth fully herein, and acknowledge that the Administrative Agent has a security interest in the Applications and the Trademarks listed on Schedule A hereto, and in any registered trademarks which may hereafter issue in respect of the Applications, together with the goodwill of the business associated with and symbolized by such Trademarks.

Section 2. As security for the Obligations (as defined in the Security Agreements), each of the Debtors hereby collaterally assigns to the Administrative Agent and grants a security interest to the Administrative Agent, on behalf of the Lenders, in and to, all of such Debtor’s right, title and interest in and to such of the Applications and the Trademarks and in any registered trademarks which may hereafter issue in respect of the Applications as are owned by such Debtor and the goodwill of the business associated therewith.

Section 3. Each of the Debtors agrees that it will not sell or assign any of the Applications, any of the Trademarks or any registered trademarks which may hereafter issue in respect of the Applications without the prior written consent of the Administrative Agent.

Section 4. The Debtors and the Administrative Agent request that the Commissioner of Patents and Trademarks record this document with respect to the Applications and the Trademarks.

Section 5. Each of the Debtors hereby appoints the Administrative Agent as such Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Security Agreements), to execute and deliver, in the name and on behalf of such Debtor, and to cause the recording of all such further assignments and other instruments as the Administrative Agent may deem necessary or desirable in order to carry out the intent of the Security Agreements and this Security Agreement (Trademarks). Each of the Debtors agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Administrative Agent (or the Administrative Agent's designee in accordance with the terms hereof) and on the statements made therein.

[The next pages are the signature pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, managers, representatives or agents as an instrument under seal as of the day and year first above written.

**SPECIALIZED TECHNOLOGY RESOURCES,
INC.**

By: Barry A. Morris
Name: Barry A. Morris
Title: Vice President & CFO

**CAL SAFETY COMPLIANCE
CORPORATION**

By: Barry A. Morris
Name: Barry A. Morris
Title: Vice President & CFO

**SPECIALIZED TECHNOLOGY RESOURCES
(INTERNATIONAL), INC.**

By: Barry A. Morris
Name: Barry A. Morris
Title: Vice President & CFO


SHUSTER LABORATORIES, INC.

By: Barry A. Morris
Name: Barry A. Morris
Title: Vice President


**SUPPLY CHAIN CONSULTING SERVICES
CORPORATION**

By: 
Name: Gregory Gardner
Title: President, CEO & CFO


STR CAPITAL INC.

By: 
Name: Barry A. Morris
Title: Secretary

COMPLEX, INC.

By: 
Name: Barry A. Morris
Title: Vice President

**WEBSTER BANK, NATIONAL
ASSOCIATION, AS ADMINISTRATIVE
AGENT**

By: 
Stephen J. Corcoran, Senior Vice President

SCHEDULE A**MARKS WITH UNITED STATES FEDERAL REGISTRATION**
(including applications for registration)

Trademark	Trademark Application No.	Filing Date	Country	Registration No.	Date of Registration	Procedure Status	Expiration Date
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S SHUSTER (STYLIZED)	73/433680		US	1354603	8/13/1985	REGISTERED	
DIRECT LINK	73/433679		US	1360960	9/17/1985	REGISTERED	

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RECORDED: 10/14/2005**TRADEMARK**
REEL: 003235 FRAME: 0375