

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
Emabond Solutions, LLC		10/06/2006	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Commerce Bank/North		
Street Address:	1100 Lake Street		
City:	Ramsey		
State/Country:	NEW JERSEY		
Postal Code:	07446		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1396571		
Registration Number:	1400812		
Registration Number:	3110900	EMABOND SYSTEMS	
Registration Number:	3110899	EMABOND	
Registration Number:	1116784	EMAMELT	
Registration Number:	1394537	EMAWELD	
CORRESPONDENCE DATA			
Fax Number:	(973)530-2225		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-530-2025		
Email:	pnussbaum@wolffsamson.com		
Correspondent Name:	Peter Nussbaum		
Address Line 1:	One Boland Drive		
Address Line 4:	West Orange, NEW JERSEY 07052		

OP \$165.00 1396571

ATTORNEY DOCKET NUMBER:	11661/1
NAME OF SUBMITTER:	Peter Nussbaum
Signature:	/Peter Nussbaum/
Date:	11/03/2006

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 6th day of October, 2006, by **EMABOND SOLUTIONS, LLC**, a New Jersey limited liability company, having an address at 49 Walnut Street, Norwood, New Jersey 07648 ("Borrower") and delivered to **COMMERCE BANK/NORTH**, having a mailing address of 1100 Lake Street, Ramsey, New Jersey 07446 ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. As of the date hereof, Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full. Notwithstanding the foregoing, Borrower shall have the right to abandon any Trademark that relates to a product or line which Borrower has discontinued in the ordinary course of business.

3. Borrower represents, warrants and covenants to Lender that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable;
- (c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens,

charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder) and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Borrower or its Property;

(f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and, subject to and in accordance with the terms, limitations and conditions set forth in Section 6.11 of the Loan Agreement, hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all the Borrower's Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has not elected to exercise its rights hereunder: (i) Borrower shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Except for the grant of a license to use a Trademark, Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in the jurisdiction set forth in Section 9.1 of the Loan Agreement, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all

that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Borrower's Obligations are indefeasibly paid and satisfied in full, Lender shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations to Lender and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks (subject to the terms of this Agreement), and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of Lender.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default (which has not been cured within any applicable grace or cure periods) under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the jurisdiction set forth in Section 9.1 of the Loan Agreement, without regard to its otherwise applicable principles of conflicts of laws.

19. Borrower agrees to the jurisdiction of the state and federal courts of the jurisdiction set forth in Section 9.18 of the Loan Agreement.

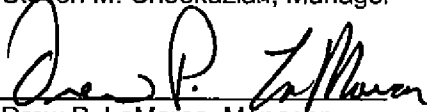
20. Borrower (and Lender by its acceptance hereof) hereby waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents or with respect to any claims arising out of any discussions, negotiations or communications involving or related to any proposed renewal extension, amendment, modification, restructure, forbearance, workout, or enforcement of the transactions contemplated by the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrower:

EMABOND SOLUTIONS, LLC, a New Jersey limited liability company


By: 
Steven M. Chookazian, Manager

By: 
Drew P. LaMarca, Manager

Address: 49 Walnut Street
Norwood, New Jersey 07648

Approved and Accepted:

COMMERCE BANK/NORTH

By: 

Name: Dennis J. McSherry

Title: Regional Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY :SS
COUNTY OF UNION :

On this ___ day of October, 2006, before me personally appeared STEVEN M. CHOOKAZIAN and DREW P. LAMARCA, to me known and being duly sworn, depose and say that they are the sole Managers of EMABOND SOLUTIONS, LLC, the limited liability company described in the foregoing Agreement; that they each know the seal of the limited liability company; that the seal so affixed to the Agreement is such limited liability company seal; that they each signed the agreement and affixed the seal of the limited liability company thereto as such Managers pursuant to the authority vested in them by law; that the within Agreement is the voluntary act of such limited liability company; and they each desire the same to be recorded as such.


Notary Public
My Commission Expires:
PAMELA CROMARTIE
NOTARY PUBLIC, State of New Jersey
No. 2190450
Qualified in Union County
Commission Expires June 19, 2011

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	TRADEMARK	REGISTRATION NO./ DATE OF REGISTRATION/ EXPIRATION DATE/ CLASS(ES)	GOODS
United States	Design	1396571 Registration Date: June 10, 1986 Expiration Date: June 10, 2016 Class 9	INDUCTIVE HEATING APPARATUS, NAMELY APPARATUS FOR USE IN BONDING THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY
United States	Design	1400812 Registration Date: July 15, 1986 Expiration Date: July 15, 2016 Class 1	ELECTROMAGNETIC ADHESIVES FOR THERMOPLASTIC MATERIALS, FOR INDUSTRIAL USE
United States	EMABOND SYSTEMS	3110900 Registration Date: July 4, 2006 Declaration of Use Due: Between July 4, 2011 & July 4, 2012 Expiration Date: July 4, 2016 Class 9	GASKETS CONTAINING METAL PARTICLES FOR USE IN BONDING THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY; INDUCTIVE HEATING APPARATUS FOR USE IN BONDING THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY
United States	EMABOND	3110899 Registration Date: July 4, 2006 Declaration of Use Due: Between July 4, 2011 & July 4, 2012 Expiration Date: July 4, 2016 Class 1	GASKETS CONTAINING METAL PARTICLES FOR USE IN BONDING THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY; INDUCTIVE HEATING APPARATUS FOR USE IN BONDING THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY
Benelux ¹	Design	438997 Registration Date: August 5, 1987 Expiration Date: August 5, 2007 Classes 9 and 11	ELECTROMAGNETIC ADHESIVES FOR THERMOPLASTIC MATERIALS FOR INDUSTRIAL USE in Class 1; INDUCTIVE HEATING APPARATUS FOR USE IN BONDING -BY HEATING- THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY
Benelux	EMABOND	607423 Registration Date: November 19, 1997 Expiration Date: November 6, 2006 Classes 9 and 11	ELECTROMAGNETIC ADHESIVES FOR THERMOPLASTIC MATERIALS FOR INDUSTRIAL USE in Class 1; INDUCTIVE HEATING APPARATUS FOR USE IN BONDING -BY HEATING- THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY
Germany	Design	1130610 Registration Date: November 15, 1988 Expiration Date: October 21, 2007 Classes 1, 9 and 11	INDUSTRIAL CHEMICALS, IN PARTICULAR ELECTROMAGNETIC ADHESIVES FOR THERMOPLASTIC BUILDING ARTICLES; ELECTRIC AND

¹ Benelux registrations cover The Netherlands, Belgium and Luxembourg.

COUNTRY	TRADEMARK	REGISTRATION NO./ DATE OF REGISTRATION/ EXPIRATION DATE/ CLASS(ES)	GOODS
			ELECTRONIC APPARATUS, INDUCTION HEATING APPARATUS, AS EQUIPMENT FOR CONNECTING THERMOPLASTIC BUILDING ARTICLES BY MEANS OF ELECTROMAGNETIC ENERGY
Japan	EMABOND	4096674 Registration Date: December 26, 1997 Expiration Date: December 26, 2007 Class 9	BONDING THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY
Japan	Design	4185977 Registration Date: September 11, 1998 Expiration Date: September 11, 2008 Class 9	GASKETS CONTAINING METAL PARTICLES FOR BONDING THERMOPLASTIC COMPONENTS FOR INDUSTRIAL USE, AND INDUCTIVE HEATING APPARATUS FOR BONDING THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY
United States	EMAMELT	1116784 Registration Date: April 24, 1979 Expiration Date: April 24, 2009 Class 1	PLASTIC RESIN CONTAINING INORGANIC FILLERS
United States	EMAWELD	1394537 Registration Date: May 27, 1986 Expiration Date: May 27, 2006 Class 1	ELECTROMAGNETIC BONDING ADHESIVES FOR THERMOPLASTICS
Benelux	EMAWELD	435835 Registration Date: October 8, 1987 Expiration Date: October 8, 2007 Class 1	ELECTROMAGNETIC ADHESIVES FOR THERMOPLASTIC MATERIALS, FOR INDUSTRIAL USE
China	EMAWELD	346702 Registration Date: April 30, 1989 Expiration Date: April 30, 2009 Chinese Class 26	ADHESIVES FOR INDUSTRIAL PURPOSES; THERMOPLASTIC ADHESIVES FOR ELECTRO-MAGNETIC BONDING
Germany	EMAWELD	1130609 Registration Date: April 19, 1988 Expiration Date: October 21, 2007 Classes 1, 9 and 11	INDUSTRIAL CHEMICALS, IN PARTICULAR ELECTROMAGNETIC ADHESIVES FOR THERMOPLASTIC BUILDING ARTICLES; ELECTRIC AND ELECTRONIC APPARATUS, INDUCTION HEATING APPARATUS, AS EQUIPMENT FOR CONNECTING THERMOPLASTIC BUILDING ARTICLES BY MEANS OF ELECTROMAGNETIC ENERGY
Canada	EMAWELD	373561 Registration Date: September 21, 1990 Expiration Date: September 21, 2020 Class 1	ELECTROMAGNETIC BONDING ADHESIVES FOR THERMOPLASTICS
Japan	EMAWELD	4096673 Registration Date: December 26, 1997 Expiration Date: December 26, 2007 Class 9	BONDING THERMOPLASTIC COMPONENTS WITH ELECTROMAGNETIC ENERGY

COUNTRY	TRADEMARK	REGISTRATION NO./ DATE OF REGISTRATION/ EXPIRATION DATE/ CLASS(ES)	GOODS
European Community ²	SMARTBOND	1944628 Registration Date: April 16, 2002 Expiration Date: November 30, 2010 Classes 11, 17 and 21	FOOD WARMING DEVICES; ADHESIVES FOR JOINING PLASTICS; PANS, CONTAINERS FOR HOUSEHOLD AND KITCHEN USE

DOMAIN NAME REGISTRATIONS

Domain Name	Expires
emabond.com	June 19, 2007
emabond.biz	November 6, 2008
emabond.us	May 1, 2007
emabond.info	October 31, 2007
emabond-process.com	August 28, 2007
emabond-process.us	May 1, 2007
emabond-systems.com	August 28, 2007
emabond-systems.biz	November 6, 2008
emabond-systems.us	May 1, 2007
emaweld.com	August 28, 2007
emaweld.us	April 23, 2009
emaweld.biz	November 6, 2008

² European Community registration covers Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden, the United Kingdom, Czech Republic, Estonia, Cyprus, Latvia, Lithuania, Hungary, Malta, Poland, Slovenia and Slovakia. Use in any one of these countries is sufficient to maintain the registration when it is due for renewal in November 3, 2010.

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, EMABOND SOLUTIONS, LLC, a New Jersey limited liability company ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 200__.

WITNESS:

EMABOND SOLUTIONS, LLC, a New Jersey limited liability company

By: _____
As Attorney-in-fact

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__, before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of EMABOND SOLUTIONS, LLC, a New Jersey limited liability company ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARKS</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
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