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
Bairnco Corporation		11/09/2006	CORPORATION: DELAWARE
Arlon, Inc.		11/09/2006	CORPORATION: DELAWARE
Kasco Corporation		11/09/2006	CORPORATION: DELAWARE
Arlon Signtech, Ltd.		11/09/2006	LIMITED PARTNERSHIP: TEXAS
Southern Saw Acquisition Corporation		11/09/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1941018	SIGNTECH
Registration Number:	2414138	DI-CLAD
Registration Number:	1417454	THERMAPAD
Registration Number:	2702029	MII
Registration Number:	1162639	CALON
Registration Number:	2134503	HARVEY'S
Registration Number:	0530978	HOOK-EYE
Registration Number:	0676169	DI-CLAD

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Registration Number:	0778004	CUCLAD
Registration Number:	0565388	HOOK-EYE
Registration Number:	1729344	ISOCLAD
Registration Number:	1290623	PLASTIPRINT
Registration Number:	2128080	SIGNTECH
Registration Number:	2126484	SIGNTECH
Registration Number:	1298368	FLEXFACE
Registration Number:	1627116	K-THERM
Registration Number:	0711155	LEVEL-WRAP
Serial Number:	74613440	SIGNTECH
Registration Number:	1526331	THERMABOND
Registration Number:	1479339	KASCO
Registration Number:	2921180	HOOK-EYE
Registration Number:	2829520	FOAMCLAD R/F
Registration Number:	2537233	MEALTIME GOURMET
Registration Number:	2589024	MEALTIME GOURMET
Serial Number:	78784095	SIGNTECH

CORRESPONDENCE DATA

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-420-5527

Email: rbirdwell@phrd.com

Correspondent Name: Rhonda J. Birdwell, Paralegal

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: 1500 Marquis Two Tower

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-33 -- BAIRNCO
NAME OF SUBMITTER:	Mitchell M. Purvis
Signature:	/mmp/
Date:	11/22/2006

Total Attachments: 24

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of November 9, 2006, by and among **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339, as agent (together with its successors and assigns in such capacity, "Agent") for Lenders (as hereinafter defined), **BAIRNCO CORPORATION**, a Delaware corporation ("Bairnco"), **ARLON, INC.**, a Delaware corporation ("Arlon"), **KASCO CORPORATION**, a Delaware corporation ("Kasco" Bairnco, Arlon and Kasco are referred to herein collectively as the "Borrowers" and each individually as a "Borrower"), **ARLON SIGNTECH, LTD.**, a Texas limited partnership ("Signtech"), and **SOUTHERN SAW ACQUISITION CORPORATION**, a Delaware corporation ("Acquisition"; Borrowers, Signtech and Acquisition are referred to herein collectively as the "Companies" and each individually as a "Company").

Recitals:

The Borrowers desire to obtain loans and other financial accommodations from Agent and those financial institutions ("Lenders") that are parties from time to time to that certain Loan and Security Agreement dated as of November 9, 2006 (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among the Borrowers, certain affiliates of the Borrowers, Agent and Lenders.

Agent and Lenders are willing to make loans and other financial accommodations to the Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that the Companies execute this Agreement.

NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Companies hereby agree with Agent as follows:

1. Each capitalized term used herein (including those used in the Recitals hereto), unless otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitments; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of itself and Lenders (collectively, the "Secured Parties"), a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto

and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of each Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Secured Parties that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against the corresponding Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or might violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Such Company is now and shall continue to be the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Secured Parties that:

(a) Such Company will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement and will, upon Agent's request, provide Agent quarterly with a certificate to that effect, executed by an officer of such Company, in the form attached hereto as Exhibit B;

(b) Such Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

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(c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the visitation, audit and inspection rights with respect to such Company and its Trademark Collateral that each Borrower has granted with respect to such Borrower and its Collateral as set forth in the Loan Agreement.

6. Until Full Payment of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of a Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, nor shall any Company become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto and such Company shall give to Agent prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to any Company, each of which the Companies hereby expressly waive, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral, or any interest that such Company may have therein. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold free from any right of redemption on the part of any Company, which right the Companies hereby waive and release. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral

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all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to the corresponding Company. If any deficiency shall arise, such Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Companies jointly and severally (it being the intent of the Companies and Agent that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies, jointly and severally, **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans.

12. Each Company shall use commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Each Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by such Company. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark, without the prior written consent of Agent, unless such Company has

TRADEMARK
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determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Companies shall, at the request of Agent, do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement or defense, and the Companies shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then, to the extent permitted by applicable law, Agent may discharge such obligations in such Company's name or in Agent's name, in Agent's sole discretion, but at such Company's expense, and such Company agrees to reimburse Agent in full for all expenses, including, without limitation, attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents, 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 other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision 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.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and

TRADEMARK
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permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. Each Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

23. **To the fullest extent permitted by applicable law, the Companies and Agent each waive the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following page]

TRADEMARK
REEL: 003433 FRAME: 0192

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement on the day and year first written above.

"COMPANIES":

ATTEST:

_____
Larry D. Smith, Secretary
[CORPORATE SEAL]

BAIRNCO CORPORATION

By: _____
Name: **Kenneth L. Bayne**
Title: Vice President & Treasurer

ATTEST:

_____
Larry D. Smith, Secretary
[CORPORATE SEAL]

ARLON, INC.

By: _____
Name: **Kenneth L. Bayne**
Title: Treasurer

ATTEST:

_____
Larry D. Smith, Secretary
[CORPORATE SEAL]

KASCO CORPORATION

By: _____
Name: **Kenneth L. Bayne**
Title: Vice President & Treasurer

ARLON SIGNTECH, LTD.

By: ARLON ADHESIVES & FILMS, INC., its General Partner

By: _____
Name: **Kenneth L. Bayne**
Title: Agent of the Company

[Signatures continue on following page]

TRADEMARK
REEL: 003433 FRAME: 0193

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement on the day and year first written above.

"COMPANIES":

ATTEST:

Larry D. Smith, Secretary
[CORPORATE SEAL]

BAIRNCO CORPORATION

By: _____
Name: **Kenneth L. Bayne**
Title: Vice President & Treasurer

ATTEST:

Larry D. Smith, Secretary
[CORPORATE SEAL]

ARLON, INC.

By: _____
Name: **Kenneth L. Bayne**
Title: Treasurer

ATTEST:

Larry D. Smith, Secretary
[CORPORATE SEAL]

KASCO CORPORATION

By: _____
Name: **Kenneth L. Bayne**
Title: Vice President & Treasurer

ARLON SIGNTECH, LTD.

By: ARLON ADHESIVES & FILMS, INC., its General Partner

By: _____
Name: **Kenneth L. Bayne**
Title: Agent of the Company

[Signatures continue on following page]

ATTEST:

SOUTHERN SAW ACQUISITION CORPORATION

By: _____
Name: **Kenneth L. Bayne**
Title: Vice President and Treasurer

_____
Larry D. Smith, Secretary
[CORPORATE SEAL]

Accepted:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: **Sherry Lail**
Title: Senior Vice President

ATTEST:

Larry D. Smith, Secretary
[CORPORATE SEAL]

SOUTHERN SAW ACQUISITION CORPORATION

By: _____
Name: **Kenneth L. Bayne**
Title: Vice President and Treasurer

Accepted:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: **Sherry Lail**
Title: Senior Vice President

STATE OF GEORGIA §
§
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth L. Bayne, the Vice President and Treasurer of **Bairnco Corporation**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of November, 2006.

Notary Public
My Commission Expires: April 24, 2010

[NOTARIAL SEAL]

JENNIFER LEA HANEY
NOTARY PUBLIC
EXP. APR. 24, 2010
CARROLL COUNTY, GA

STATE OF GEORGIA §
§
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth L. Bayne, the Treasurer of **Arlon, Inc.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of November, 2006.

Notary Public
My Commission Expires: April 24, 2010

[NOTARIAL SEAL]

JENNIFER LEA HANEY
NOTARY PUBLIC
Exp. Apr. 24, 2010
CARROLL COUNTY, GA

STATE OF GEORGIA §
§
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth L. Bayne, the Vice President and Treasurer of **Kasco Corporation**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of November, 2006.

Notary Public
My Commission Expires: April 24, 2010

[NOTARIAL SEAL]

JENNIFER LEA HANEY
NOTARY PUBLIC
Exp. Apr. 24, 2010
CARROLL COUNTY, GA

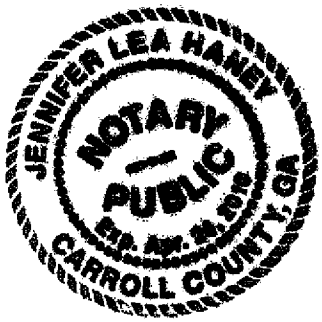
STATE OF GEORGIA §
§
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth L. Bayne, an Agent of the Company for **Arlon Signtech, Ltd.**, a Texas limited partnership, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of November, 2006.

Notary Public
My Commission Expires: April 24, 2010

[NOTARIAL SEAL]



STATE OF GEORGIA §
§
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth L. Bayne, the Vice President and Treasurer of **Southern Saw Acquisition Corporation**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of November, 2006.

Notary Public
My Commission Expires: April 24, 2010

[NOTARIAL SEAL]

JENNIFER LEA HANEY
NOTARY PUBLIC
EXP. APR. 24, 2010
CARROLL COUNTY, GA

STATE OF GEORGIA §
§
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Sherry Lail, the Senior Vice President of **Bank of America, N.A.**, as Agent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9th day of November, 2006.

Notary Public
My Commission Expires:

Notary Public, Fulton County, Georgia
My Commission Expires June 6, 2009

[NOTARIAL SEAL]

EXHIBIT A

U.S. REGISTRATIONS

MARK	REG. NO.	GOODS/SERVICES	IC	REG. DATE	OWNER
SIGNTECH Arlon	1,941,018 74/613,440	Custom manufacture of display sign faces	040	12/12/95	Arlon Signtech, Ltd.
DI-CLAD Arlon	2,414,138 75/912,459	Metal clad plastic laminates used as insulation material in electrical, mechanical and like equipment	017	12/19/00	Arlon, Inc.
THERMAPAD Arlon	1,417,454 73/581,689	Silicone rubber press pads for use with electronics manufacturing Silicone rubber press pads for use with electronics manufacturing	017	11/18/86	Arlon, Inc.
MII and Design	2,702,029 76/351,374	Pressure sensitive vinyl film for die cuts and screen printed decals and markings for industrial and commercial use	017	04/01/03	Arlon, Inc.
CALON Arlon	1,162,639 73/198,496	Automotive decorative trim-namely, adhesive backed, decorative pin striping of plastic	012	07/28/81	Arlon, Inc.
HARVEY'S Kasco	2,134,503 75/257,291	Seasonings, spices, sauces and marinades	030	02/03/98	Kasco Corporation
HOOK-EYE Kasco	0,530,978 71/578,187	Meat saws, saw blades for straight saws and band saws, saw frames	023	9/19/50	Kasco Corporation
DI-CLAD Arlon	0,676,169 72/507,76	Sheets, rods, tubes, tapes, and strips made from resinous film	001	03/31/59	Arlon, Inc.
CUCLAD Arlon	0,778,004 72/181,382	Metal coated sheet material for general use in the industrial arts	001	10/06/64	Arlon, Inc.
HOOK-EYE and Design Kasco	0,565,388 71/578,188	Renting on a contract basis electric meat saws and slicers, hand meat	100	10/14/52	Kasco Corporation
ISOCLAD Arlon	1,729,344 74/150,757	Composite laminate consisting of metal foil bonded to non-woven composite	017	11/03/92	Arlon, Inc.
PLASTIPRINT Arlon	1,290,623 73/397,740	Dry ink or paint on transfer paper backing used to form letters, symbols and design indicia on sheet plastic metal	002	08/21/84	Arlon Signtech, Ltd.
SIGNTECH Arlon	2,128,080 75/033,309	Plastic moldings and plastic extrusions used to support signs; vinyl materials and sheets used as substrates in the printing of signs; and pressure-sensitive adhesive films, tapes and sheets used in the printing of signs	017	01/13/98	Arlon Signtech, Ltd.
SIGNTECH Arlon	2,126,484 74/613,439	Aluminum and sheet metal frame members and sign tensioners assembled into supports for luminous and non-luminous signs	006	01/06/98	Arlon Signtech, Ltd.

MARK	REG. NO.	GOODS/SERVICES	IC	REG. DATE	OWNER
FLEXFACE Arlon	1,298,368 73/397,742	Sheet plastic material for use in making illuminable advertising display signs	017	10/02/84	Arlon Signtech, Ltd.
K-THERM Arlon	1,627,116 73/805,889	Silicone elastomer insulation material used in electrical applications	017	12/11/90	Arlon, Inc.
LEVEL-WRAP Arlon	0,711,155 72/098,059	Extruded silicone rubber unsupported tapes used for insulation	021	02/14/61	Arlon, Inc.
SIGNTECH Arlon	1,941,018 74/613,440	Luminous Signs Non-luminous, non-mechanical signs not of metal	009 019	12/12/95	Arlon Signtech, Ltd.
THERMABOND	1,526,331 73/727,742	Adhesives for printed circuit boards	001	02/28/89	Arlon, Inc.
KASCO Kasco	1,479,339 73/645,705	Meat cutting tools, namely, plates, knives and band saw blades for the cutting, grinding, chopping and mincing of meat in power-operated meat-cutting machines	007	03/08/88	Kasco Corporatioin
HOOK-EYE (Stylized) Kasco	2,921,180 76/455,204	Electric cutlery sharpening machines Cutlery, namely knives and knife sharpening	007 008	01/25/05	Kasco Corporation
FOAMCLAD R/F (Stylized) Arlon	2,829,520 76/494,293	Copper clad laminated sheet stock for making printed circuit boards	006	04/06/04	Arlon, Inc.
TAKING TECHNOLOGY TO THE VERY EDGE Kasco	2,249,885 75/024,199	G & S: parts for hand tools, namely, handsaw frames and hand saw blades Electrical apparatuses, namely bandsaw blades, chopper plates for electric meat grinders and chopper knives for electric meat grinders	008 009	06/01/99	Southern Saw Acquisition Corporation
ATLANTA SHARPTECH (Stylized)	2,239,135 75/024,198	G & S: parts for hand tools, namely, handsaw frames and hand saw blades. G & S: parts for power tools, namely, bandsaw blades, chopper plates for electric meat grinders and chopper knives for electric meat grinders.	008 009	04/13/99	Southern Saw Acquisition Corporation
ATLANTA SHARPTECH	2,157,207 75/010,032	G & S: parts for power tools, namely, bandsaw blades, chopper plates for use in chopping meat and chopper knives for use in chopping meat.	007	5/12/98	Southern Saw Acquisition Corporation
BONEX	1,734,353 74/216,028	G & S: chopper knives, metal chopper plates, discharge hoses for meat grinders	008 006 017	11/24/92	Southern Saw Acquisition Corporation
SWIFT TOOTH	1,517,027 73/721,185	G & S: Saw blades for meat cutting and carcass splitting	007	12/20/88	Southern Saw Acquisition Corporation

MARK	REG. NO.	GOODS/SERVICES	IC	REG. DATE	OWNER
ZEPHYR BAND	1,498,324 73/700,761	G & S: Band saw blades for cutting bread	007	8/2/88	Southern Saw Acquisition Corporation
SOUTHERN SAW SERVICE	1,338,380 73/502,192	G & S: Leasing and Maintenance of Cutting Tools for Butchers and the Meat Cutting Industry	037	5/28/85	Southern Saw Acquisition Corporation
CRITERIA	1,308,669 73/455,990	G & S: Chopper Plates and Chopper Knives for Meat Grinders	008 023	12/11/84	Southern Saw Acquisition Corporation
DOUBLE CUT	1,307,683 73/451,407	G & S: Meat Chopper Blades and Plates for Electrical Meat Choppers	007 023	12/4/84	Southern Saw Acquisition Corporation
KAM-LOK	1,273,162 73/324,050	G & S: Hand Saw Frames for Meat Cutting and Parts Thereof	008 023	4/3/84	Southern Saw Acquisition Corporation
PRE-EM SYSTEM	1,160,648 73/220,490	G & S: Cutlery for Butchers-Namely, Power-Operated Chopper Plates and Chopper Knives and Band Saw Blades G & S: Butcher Knives, Handsaw Frames, Handsaw Blades and Cutlery Sharpening Stones	007 023 008	7/14/81	Southern Saw Acquisition Corporation
PRE-EM PRODUCT	1,185,435 73/220,057	G & S: Cutlery for Butchers-Namely, Power-Operated Chopper Plates and Chopper Knives and Band Saw Blades G & S: Butcher Knives, Handsaw Frames, Handsaw Blades and Cutlery Sharpening Stones.	007 023 004 008 023	1/12/82	Southern Saw Acquisition Corporation
PRE-EM SYSTEM	1,160,428 73/216,753	G & S: Leasing Cutting Tools for Butchers	042 100	7/7/81	Southern Saw Acquisition Corporation
POWERMATE	1,086,820 73/103,777	G & S: Chopper knives and chopper plates for electric meat grinders	007 023	3/7/78	Southern Saw Acquisition Corporation
TI TIGER BAND (Stylized)	1,127,801 73/088,547	G & S: meat cutting band saws	007 023	12/18/79	Southern Saw Acquisition Corporation
ONE WAY (Stylized)	1,086,816 73/061,775	G & S: band saw blades for meat cutting; repair kits for meat cutting band saws G & S: hand saw blades for meat cutting; hand saw frames for meat cutting; chopper blades and knives used in meat grinders, professional meat cutting and carcass splitting saw blades	007 023 008	3/7/78	Southern Saw Acquisition Corporation
BONUS BAND	0,929,510 72/360,918	G & S: bone and meat cutting band saws	007 023	2/22/72	Southern Saw Acquisition Corporation
NEEDLE-TIP	0,845,872 72/266,366	G & S: meat cutting, band saw blades	008 023	3/12/68	Southern Saw Acquisition Corporation

MARK	REG. NO.	GOODS/SERVICES	IC	REG. DATE	OWNER
"ATSA BOY"	0,723,831 72/114,549	G & S: Spinal Cord Removers, Smear Removers and Other Meat Market Specialties Used in Processing Meat	007 023	11/14/61	Southern Saw Acquisition Corporation
ATSA	0,723,828 72/114,360	G & S: Spinal Cord Removers, Smear Removers and Other Meat Market Specialties Used in Processing Meat.	007 023	11/14/61	Southern Saw Acquisition Corporation
Mealtime Gourmet Kasco	2,537,233 75/924,220	Pre-seasoned and pre-marinated meats, such as poultry, beef, veal and pork, and pre-seasoned side dishes, such as vegetables and fruit	029 046	2/5/02	Kasco Corporation
Mealtime Gourmet Kasco	2,589,024 75/774,579	Seasonings and spices	030 046	7/2/02	Kasco Corporation

PENDING U.S. APPLICATIONS

MARK	SERIAL NO.	GOODS/SERVICES	IC	BASIS	FILING DATE	OWNER	STATUS
SIGNTECH	78/784,095	Luminous signs Non-Luminous, non-mechanical signs not of metal.	009 019	ITU	1/3/2006	Arlon Signtech, Ltd.	**Response to Office Action due 12/27/2006** Final.

FOREIGN REGISTRATIONS

MARK	COUNTRY	REG. NO.	GOODS/SERVICES	IC	REG. DATE	STATUS
CALON	Australia	A337,311	Plastic film, including P.V.C. film for decorative purposes	017	08/31/79	Renewal due 08/31/2010
CALON	Canada	489461 840416	Decorative adhesive backed films including polyvinyl chloride for decorative adhesive backed films including polyvinyl chloride for pin striping and other graphic applications		02/06/98	Renewal due 06/02/2013
CALON	Chile	642689 560967	Plastic films, vinyl graphic films, adhesive films, plastic coated paper tapes, plastic foams, but not including household or industrial sealant and adhesive products	017	09/23/02	Renewal due 09/23/2012
CALON	Colombia	254339 02014408	Plastic films, vinyl graphic films, adhesive films, plastic coated paper tapes, plastic foams, but not including household or industrial sealant and adhesive products	017	10/17/02	Renewal due 10/17/2012
CALON	EPC	529271	Paper, backing paper, paper tapes, but not including lining paper or paper for decoration purposes Plastic films, vinyl graphic films, adhesive films, plastic coated paper tapes, plastic foams, but not including household or industrial sealant and adhesive products Design services, none relating to painting, decorating or interior or exterior design	016 017 042	02/25/2000	Renewal Due 4/29/2007
CALON	Mexico	553538 291449	Decorative adhesive backed film including poly vinyl chloride for decorative adhesive backed film including poly vinyl chloride for pin striping and other graphic applications	016	7/28/97	Renewal Due 4/4/2007
CALON	Peru	81137 147469	Plastic films, vinyl graphic films, adhesive films, plastic coated paper tapes, plastic foams, but not including household or industrial sealant and adhesive products	017	06/14/02	Renewal due 06/14/2012
CALON	Uruguay	337866	Plastic films, vinyl graphic films, adhesive films, plastic coated paper tapes, plastic foams, but not including household or industrial	017	07/05/02	Renewal due 07/05/2012 *Check if Uruguay requires use

			sealant and adhesive products			affidavits
MARK	**COUNTRY**	**REG. NO.**	**GOODS/SERVICES**	**IC**	**REG. DATE**	**STATUS**
CALON	Venezuela	P-246583 2002-004097	Plastic films, vinyl graphic films, adhesive films, plastic coated paper tapes, plastic foams, but not including household or industrial sealant and adhesive products	017	08/22/03	Renewal due 8/22/2013
CUCLAD	Denmark	VR 02. 201/77	Electrical insulating material	017	6/24/77	Renewal 6/24/2007
FLEXFACE	Mexico	513322		017	11/24/95	Renewal due 11/24/2015
GLASSKOTE	Canada	TMA358850 607417	Transparent coatings for display sign faces, heat transfer coating and transparent films for use on flexible plastic display sign faces which do not include glass or glass parts		7/28/89	Renewal Due 07/28/2019
HOOK-EYE Kasco	Canada	TMDA38290	Meat cutting equipment, namely saws made in whole or in part of metal		8/12/1925	Renewal due 8/12/2020
HOOK-EYE	United Kingdom	B993358			06/08/72	Renewal Due 6/8/2007
IMAGEBURST	Australia	737755	Printable media, etc; Plastic and vinyl films and coatings	002 016	8/31/98	Renewal Due 2/12/2007
IMAGEBURST	Canada	531229 838970	Printable treated paper in sheets and rolls for graphic art, signs and displays; printable treated vinyl, polyester and polypropylene in sheets and rolls for use in graphic art, signs and displays		08/15/00	Renewal due 08/15/2015
IMAGEBURST	EPC	509562	Inkjet printable media made of material top coated on vinyl	016	04/01/97	Renewal Due 4/1/2007
IMAGEBURST	Mexico	553539 291668	Inkjet printable media made of material top coated on vinyl, paper, Inkjet printable media made of material top coated on vinyl, paper	016	7/28/1997	Renewal Due 4/8/2007
MII and Design	EPC	002572147	Pressure sensitive vinyl films for die cut decals and screen printed decals and markings	016	06/06/03	02/11/2012
PLASTIPRINT	Mexico	513321		016	11/24/95	Renewal due 11/24/2015

MARK	COUNTRY	REG. NO.	GOODS/SERVICES	IC	REG. DATE	STATUS
SIGNTECH	Canada	367395 627597	GOODS: Display signs and their parts, namely aluminum extrusions, aluminum and sheet metal components for assembly into display signs. Paints and inks, vinyl substrate Paint transfer paper, namely paint coated on paper and transferable to a substrate by the application of heat, and heat transfer machines Sign tensioning devices Awnings, awning material and aluminum components for awnings Pressure sensitive tape SERVICES: Decorating of display sign faces and heat transfer of decorating of display sign faces		03/30/90	Renewal due 03/30/2020
SIGNTECH	Mexico	513323		007	11/24/95	Renewal Due 11/24/2015
SIGNTECH	Mexico	513324		002	11/24/95	Renewal Due 11/24/2015
SIGNTECH	Mexico	528506		017	11/24/95	Renewal Due 11/24/2015

PENDING FOREIGN APPLICATIONS

MARK	COUNTRY	SERIAL NO.	GOODS/SERVICES	IC	BASIS	FILING DATE	STATUS
CALON	Brazil	824349172	Plastic films, vinyl graphic films, adhesive films, plastic coated paper tapes, plastic foams, but not including household or industrial sealant and adhesive products	017		1/31/2002	Published

EXHIBIT B

CERTIFICATE

The undersigned officer of _____ (the "Company") DOES HEREBY CERTIFY to **Bank of America, N.A.**, as agent ("Agent") for the financial institutions ("Lenders") that are parties from time to time as lenders to that certain Loan and Security Agreement dated as of _____ _____, 2006, among Agent, Lenders, the Company and certain affiliates of the Company (the Company and such affiliates being referred to collectively as the "Companies"), that the quality of the products associated with the Trademarks listed on Exhibit A of that certain Trademark Security Agreement dated as of _____ __, 2006, by and among the Companies and Agent (as amended from time to time to include future trademarks and trademark applications, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has signed, sealed and delivered this Certificate, this ___ day of _____, 20__.

ATTEST:

_____
_____, Secretary
[SEAL]

_____
Name:_____
Title:_____